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1944

1944

1944

1944

GUELPH RADIAL RAILWAY HEARING

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GUELPH RADIAL RAILWAY HEARING

WITNESSES TO BE CALLED

1. R. J. Carter - Ex-Mayor of Guelph
2. Frank McArthur - City Engineer, Guelph
3. George C. Thorpe - Collector of Customs, Guelph
4. J. W. Lyon - President, Ontario Hydro-Electric
Municipal Association
London Hydro Radial. For this purpose depositions were voted to the Municipal Association.
5. T. J. Hannigan - Secretary, Ontario Hydro-Electric
Municipal Association.
6. G. Powell Hamilton - Treasurer, Guelph
7. Innes McIntosh - "Mercury", Guelph
8. Harry Gummer - "Herald", Guelph
9. J. M. Taylor - President, Guelph Junction Rly. Co.

Company (C.P.R. and City of Guelph re taking
over and operating of Guelph Radial Railway
Company. Comments.

July 11th The Grand River Railway Co. (C.P.R.) The
Guelph Radial Railway Co. and the Corporation
of the City of Guelph enter into an agreement
for the taking over and operation of the Guelph
Radial Railway Co. by the Grand River Railway
Co. for a period of twenty five years.

July 24th A Meeting of the Chamber of Commerce of the
City of Guelph called by Mr. J. M. Taylor is held

July 31st Sir Adam Beck holds meeting of municipalities
at Galt, Ontario, at which Mayor Carter is present.

QUELPH RAILWAY HEARING

WITNESSES TO BE CALLED

1. R. J. Carter - Ex-Mayor of Quelph
2. Frank McArthur - City Engineer, Quelph
3. George C. Thorpe - Collector of Customs, Quelph
4. J. W. Lyon - President, Ontario Hydro-Electric
Municipal Association
5. T. J. Hannigan - Secretary, Ontario Hydro-Electric
Municipal Association
6. G. Powell Hamilton - Treasurer, Quelph
7. Innes McIntosh - "Moxbury", Quelph
8. Barry Gummer - "Herald", Quelph
9. J. W. Taylor - President, Quelph Junction Ry. Co.

1919

CHRONOLOGICAL SKETCH OF EVENTS

August 1st A Meeting at Opera House, Guelph, called by

1916

Sir Adam Beck

The Corporation of the City of Guelph

August 6th

Further Meeting held at Guelph, Ontario,
passes a By-law and signs an agreement for
called by Mayor Carter. Sir Adam Beck and
its share of the constructions of the Toronto-
Mayor Carter both addressed the meeting
London Hydro Radial. For this purpose debent-

August 11th

By-law re taking over and operation of
tures were voted to the extent of \$734,862.00,
Guelph Radial Railway Company by the Grand
but were never issued.

River Railway Company voted on and defeated

1919

1185 to 437.

Mayor E.J.Carter. Mayor wires Sir Adam Beck asking for Hydro
Negotiations with the Grand River Railway
proposition.

November 6th

Company (C.P.R. and City of Guelph re taking
over and operating of Guelph Radial Railway
Co. Company. re Comments.

July 11th

The Grand River Railway Co. (C.P.R.), The
Guelph Radial Railway Co. and the Corporation
of the City of Guelph enter into an agreement

December 6th

for the taking over and operation of the Guelph
Radial Railway Co. by the Grand River Railway

December 16th

Co. for a period of twenty five years.

July 24th

A Meeting of the Chamber of Commerce of the

December 31st

City of Guelph called by Mr. J. M. Taylor is held

July 31st

Sir Adam Beck holds meeting of municipalities
at Galt, Ontario, at which Mayor Carter is present.

CHRONOLOGICAL SKETCH OF EVENTS

July 31st
Sir Adam Beck holds meeting of municipalities
City of Guelph called by Mr. J. M. Taylor is held
A Meeting of the Chamber of Commerce of the
Co. for a period of twenty five years.
Radial Railway Co. by the Grand River Railway
for the taking over and operation of the Guelph
of the City of Guelph enter into an agreement
Guelph Radial Railway Co. and the Corporation
The Grand River Railway Co. (G.R.R.) The
Company. Comments.
over and operating of Guelph Radial Railway
Company (G.R.R. and City of Guelph re taking
Negotiations with the Grand River Railway
Mayor E. J. Carter.
1919
but were never issued.
bonds were voted to the extent of \$124,882.00.
London Hydro Radial. For this purpose debent-
its share of the construction of the Toronto-
passes a by-law and signs an agreement for
The Corporation of the City of Guelph
1918

1919

August 1920 A Meeting at Opera House, Guelph, called by
Mayor H. Westlake Sir Adam Beck

August Further Meeting held at Guelph, Ontario,
called by Mayor Carter, Sir Adam Beck and
July 1st Mayor Carter both addressed the meeting

August 11th By-law re taking over and operation of
December 8th Guelph Radial Railway Company by the Grand
River Railway Company voted on and defeated
1185 to 437.

Mayor wires Sir Adam Beck asking for Hydro
proposition.

November 6th Hydro campaign opens a public meeting in
Galt, Ontario.

December 4th General Meeting held in Guelph, Ontario,
Sir Adam Beck, Mr. Gaby are present at this
meeting.

December 6th Meeting of the Directors of the Guelph Junction
Railway Company is held in Mayor Carter's office.

December 16th By-law No. 1453 is advertised in Guelph
papers.

December 31st By-law No. 1449 is advertised in Guelph
papers.

1918

August

A Meeting at Opera House, Guelph, called by

Sir Adam Beck

August

Further Meeting held at Guelph, Ontario,

called by Mayor Carter, Sir Adam Beck and

Mayor Carter both addressed the meeting

August 11th

By-law re taking over and operation of

Guelph Radial Railway Company by the Grand

River Railway Company voted on and defeated

1188 to 487.

Mayor wires Sir Adam Beck asking for Hydro

proposition.

November 6th

Hydro campaign opens a public meeting in

Galt, Ontario.

December 4th

General Meeting held in Guelph, Ontario,

Sir Adam Beck, Mr. Galt are present at this

meeting.

December 6th

Meeting of the Directors of the Guelph Junction

Railway Company is held in Mayor Carter's office.

December 16th

By-law No. 1488 is advertised in Guelph

papers.

December 21st

By-law No. 1488 is advertised in Guelph

papers.

1920

Mayor H. Westoby

January Voting on by-law No. 1449 and by-law No. 1453

Both are carried by a majority of five to one.

July 1st Management of Guelph Radial Railway Co.

is taken over by Hydro Electric Power Commission

December 8th Corporation of City of Guelph, Hydro Electric Power Commission and the Guelph Radial Railway Company enter into an agreement pursuant to the by-law.

1921

May 3rd Act confirming Agreement passed.

To make a complete report on the condition of the railway with recommendations for future control and management. The Commission recommended that the line be merged with the proposed Hamilton, Elgin and Guelph Radial.

As of the 31st December, 1920, the Corporation of the City of Guelph, the H. E. P. C. and the Guelph Radial Railway Co. entered into an agreement pursuant to a by-law having been submitted to and approved by the council authorizing the Corporation to enter into an agreement whereby the Corporation sold to the Commission and the assets, rights, franchises and property belonging to the Guelph Railway in consideration of the sum of \$175,000. payable in installments of \$11,700 per year. The date of the completion of the agreement was to be the date upon which the Act confirming the agreement would come into force, which

Sold to Hydro 5/10/21

1920

Mayor H. Westoby

January

Voting on by-law No. 1449 and by-law No. 1453

Both are carried by a majority of five to one.

Management of Omaha Rapid Railway Co.

July 1st

is taken over by Hydro Electric Power Commission

Corporation of City of Omaha, Hydro Electric

December 28th

Power Commission and the Omaha Rapid Railway

Company enter into an agreement pursuant to the

by-law.

1921

May 3rd

Act confirming Agreement passed.

authing - Private
Bice
1-2 of yr. of attention
around May 3, 1922

GUELPH ELECTRIC RAILWAY

About 1903 the Municipal Corporation of the City of Guelph had bought all the outstanding shares of the capital stock of the Guelph Radial Railway Co. which had heretofore operated the street car system in that City.

It is claimed by the Hydro-Electric Power Commission that it had failed to meet its charges during the war period. In 1919 the Grand Valley Railway offered to take over the line but the proposition was voted down by 1,185 to 437. Immediately after the by-law was defeated the council passed a resolution requesting the Commission to make a complete report on the condition of the railway with suggestions for future control and management. The Commission recommended that the line be merged with the proposed Hamilton, Elmira and Guelph Radial.

As of the 8th December, 1920, the Corporation of the City of Guelph, the H. E. P. C. and the Guelph Radial Railway Co. entered into an agreement, pursuant to a by-law having been submitted to and approved by the electors authorizing the Corporation to enter into an agreement whereby the Corporation sold to the Commission all the assets, undertakings and property belonging to the Guelph Railway in consideration of the sum of \$150,000. payable in installments of \$11,700 for 20 years. The date of the completion of the agreement was to be the date upon which the Act confirming the agreement comes into force, which was 3rd May, 1921.

Sale to
Hydro
\$150,000

THE HAWAIIAN RAILROAD

There is a very large number of people at

the time and place all the necessary things of the kind
which are the result of the fact that the Hawaiian
people are the only ones in the world who are

in a position to do the things which are necessary
for the people of the Hawaiian Islands. It is the
fact that the people of the Hawaiian Islands are the

only ones in the world who are in a position to do
the things which are necessary for the people of the
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do the things which are necessary for the people of the
Hawaiian Islands. It is the fact that the people of the
Hawaiian Islands are the only ones in the world who are

The Corporation covenants with the Corporation:

- (a) That the assets, etc. of the railway are free from encumbrance;
- (b) That until the said date for completion the Guelph Railway will repair and keep in repair the railway;
- (c) That the Guelph Railway will not do any act whereby any of its rights may become forfeited, etc., pending date of completion;
- (d) That the Corporation will cause to be tendered the resignations of all officers of the Guelph Railway;

The Commission agrees:

*1st case closed
at 10:30
1/2/24*

- (a) Not to construct or operate the railway upon any streets of the City of Guelph other than those upon which the Guelph Railway is now operated, without the consent of the City.
- (b) The Commission will operate a 10-minute service and maintain well-equipped cars, etc.
- (c) The Commission will not move freight over the streets between the hours of 9:00 P.M. and 7:00 A.M.
- (d) That it will utilise the routes of the railway for all purposes from which it is possible to obtain a profit.
- (e) That the Commission will institute a Sunday service.
- (f) The Commission will construct and operate a line from some point upon their proposed line between Guelph and Hespoler to Puslinch Lake at the same time as the proposed line between Guelph, Galt & Hamilton, and Elmira, Galt and Hamilton is constructed.
- (g) That the Commission will construct and maintain suitable pavements.

The Department of Transportation is authorized to:

(a) That the Secretary, after consulting with the Secretary of the Army, Navy, and Air Force, shall:

(b) That the Secretary shall, after consulting with the Secretary of the Army, Navy, and Air Force, shall:

(c) That the Secretary shall, after consulting with the Secretary of the Army, Navy, and Air Force, shall:

(d) That the Secretary shall, after consulting with the Secretary of the Army, Navy, and Air Force, shall:

The Department of Transportation is authorized to:

(a) That the Secretary, after consulting with the Secretary of the Army, Navy, and Air Force, shall:

(b) That the Secretary shall, after consulting with the Secretary of the Army, Navy, and Air Force, shall:

(c) That the Secretary shall, after consulting with the Secretary of the Army, Navy, and Air Force, shall:

(d) That the Secretary shall, after consulting with the Secretary of the Army, Navy, and Air Force, shall:

(e) That the Secretary shall, after consulting with the Secretary of the Army, Navy, and Air Force, shall:

(f) That the Secretary shall, after consulting with the Secretary of the Army, Navy, and Air Force, shall:

(g) That the Secretary shall, after consulting with the Secretary of the Army, Navy, and Air Force, shall:

Operation

The Commission agrees:

- (a) To equip and operate the railway;
- ✓ (b) Regulate and fix fares;
- (c) To combine the property of the railway with the power lines of the Commission for most economical operation;
- (d) To supply electric power at rates consistent with those charged municipal corporations;
- (e) To apportion annually the costs and operating of all works;
- (f) To apply the revenue derived from operation to the cost of operating expenses, administration and annual charges for interest and sinking funds;

Renewals

- ✓ (g) To set aside from any revenue thereafter remaining an annual sum for renewal of any works;
- (h) To pay over annually to the Corporation any further surplus.

The Corporation agrees:

- (a) To bear the cost of acquiring, operating, repairing, etc., of the railroad established by the Commission;
- (b) To issue debentures for \$500,000 and deposit them with the Commission, the proceeds of such debentures to be used solely for the purposes herein contained;
- (c) To furnish a free right-of-way for the railway.

The remaining divisions of the Agreement deal with the use of the bonds and how they are to be charged, which matter is further discussed hereunder in connection with the terms of the Act.

The Agreement was executed by the proper officials of the H.E.P.C., the municipal corporation of the City of

*asked by
Guelph people
Is it fair to assess
these taxes on all
taxpayers for benefit
of those who use
cars?*

Annexure

The Commission agrees:

- (a) to assist and support the railway;
- (b) to regulate and fix rates;
- (c) to supervise the property of the railway with the power to take possession of the railway in case of emergency;
- (d) to exercise all powers as may be necessary with a view to the efficient management of the railway;
- (e) to regulate and supervise the work and operation of all services;
- (f) to apply the revenue derived from the railway to the cost of operating the railway, and to the cost of carrying out the provisions of the Act and of the regulations made thereunder;
- (g) to pay over annually to the Government the sum of Rs. 100 lakhs.

The Commission agrees:

- (a) to keep the rate of interest on the railway loans at the lowest possible rate;
- (b) to issue debentures for Rs. 100 lakhs and to place them with the Government, the proceeds of which shall be used for the purpose of the railway; and
- (c) to transfer a sum of Rs. 100 lakhs to the railway.

Handwritten notes:
The Commission agrees to the above terms and conditions.
The Commission agrees to the above terms and conditions.
The Commission agrees to the above terms and conditions.

The Commission agrees to the above terms and conditions.

The Commission agrees to the above terms and conditions. The Commission agrees to the above terms and conditions. The Commission agrees to the above terms and conditions.

The Commission agrees to the above terms and conditions.

The Commission agrees to the above terms and conditions.

of Guelph and the Guelph Radial Railway Company

The Act

Pursuant to the execution of the above recited agreement, the City of Guelph applied for a private bill entitled: "An Act to Confirm a certain Agreement between The Hydro-Electric Power Commission of Ontario and the Corporation of the City of Guelph." The Act confirms the agreement heretofore referred to, a copy of which is set out in full as Schedule "A".

Section 4 authorizes the Commission to issue bonds to the amount of \$150,000 in the terms prescribed by the agreement. The bonds are to be a charge upon the railway. The Commission is authorized to increase the said bond issue from time to time to cover the capital cost of extensions, equipment, etc. The Commission is required to set up a sinking fund out of the revenue for the purpose of retiring the bonds, the sinking fund to be upon the basis of not more than 40 years for the payment of all the bonds issued.

unlimited power to issue bonds

Section V authorizes the Corporation to issue debentures to an amount not exceeding \$500,000 on certain terms. The Corporation is required to issue and deposit said debentures with the Commission and to issue and deposit further similar debentures for the same amount as any bond increase of the Commission to cover extensions, new equipment, etc. In the event of a deficit, such deficit shall be paid on demand to the Commission by the Corporation; and in the event of default in pay-

deficits payable on demand

the Chicago and the Great Northern Railway Company

THE ACT

passed to the extent of the above

referred agreement. The City of Chicago applied for a
private bill entitled "An act to amend a certain
agreement between the Chicago and North Western
Railway Company and the Corporation of the City of Chicago."
The act contains the agreement heretofore referred to,
a copy of which is set out in full in Schedule A.

Section 4 authorizes the Commission to issue
bonds to the amount of \$100,000 in the name, authorized
by the agreement. The bonds are to be a charge upon
the railway. The Commission is authorized to increase
the said bond issue from time to time to cover the
capital cost of reconstruction, equipment, etc. The Com-
mission is required to set up a sinking fund out of the
proceeds for the purpose of retiring the bonds, the
sinking fund to be paid the basis of not more than 60
cents for the payment of all the bonds issued.

Section 5 authorizes the Corporation to issue
debentures in an amount not exceeding \$100,000 on certain
terms. The Corporation is required to issue and register
said debentures with the Commission and to issue and
register further similar debentures for the same amount
as any bond issued by the Commission to cover ex-
traordinary, new equipment, etc. In the event of a default,
such default shall be paid on demand to the Commission

Chicago and North Western
Railway Company
Chicago, Ill.
March 1, 1911

Chicago and North Western
Railway Company
Chicago, Ill.
March 1, 1911

ment the Commission shall thereupon sell or otherwise dispose of so much of the debentures of the Corporation as is necessary to supply such deficiency. In the event of the remaining debentures being insufficient to meet all payments the Corporation is authorized to issue and deposit forthwith with the Commission similar debentures to an amount sufficient to make up the deficiency. All debentures so deposited with the Commission shall be held by the Commission as collateral security for the bonds issued by it.

Section VI provides that the provisions of the Hydro-Electric Railway Act, 1914, and amendments thereto shall apply in the mutatis mutandis to the purchase, construction, etc. of the railway subject to the provisions of this Act and the terms of the agreement.

There was considerable opposition in the passage of the bill in the Private Bills Committee last session. Sir Adam Beck spoke for a couple of hours and only succeeded after considerable difficulty in getting the Bill approved and recommended on committee.

On May 8th, 1922, the H. E. R. C. presented the City of Guelph its first annual statement of operations under its management. The statement shows that they have expended practically the whole of the \$150,000 which the City provided for them to put the road in good operating condition, and the Commission are now asking for another \$150,000 in order to complete the job.

and the Commission shall thereupon well as otherwise
dispute of as much as the Department of the Corporation
as is necessary to supply such deficiency. In the event
of the existing deficiency being insufficient to meet
all requests the Corporation is authorized to issue
and deposit forthwith with the Treasurer within 30 days
to an amount sufficient to meet up the deficiency. All
debentures so deposited with the Treasurer shall be
held by the Treasurer as collateral security for the
debts owed by it.

Section 11 provides that the provisions of the
Hydro-Electric Railway Act, 1914, and amendments thereto
shall apply in the mutatis mutandis to the Corporation.
Construction, etc. of the railway subject to the pro-
visions of this Act and the terms of the agreement.

There was considerable opposition in the passage
of the Bill in the British House of Commons.
The Bill was again for a couple of hours and only
passed after considerable difficulty in passing the Bill
approved and recommended as amended.

On May 21st, 1922, the H. E. R. Co. presented the
Bill of 1922 to the House of Commons at a special
meeting of the House. The statement made that they have
extended practically the whole of the £100,000 which the
Bill provided for them so far the year in 1922 spending

RECORDED AND INDEXED

JUN 22 1922

A despatch to the Mail & Empire June 18th, 1922,

states:

"There is considerable dissatisfaction among a number of citizens regarding the operation of the railway by the Hydro, but Chief Engineer Gaby is optimistic as to the road finally being made a paying proposition."

In another despatch to the Mail & Empire dated June 20th, 1922, it is stated that:

"At the regular meeting of the City Council held on the 19th June, approval was given for the outlay of an additional \$150,000 for rehabilitating the railway. No more debentures will be issued to cover the expenditure. The council, on the recommendation of Chief Engineer Gaby and City Solicitor Kerwin, decided that instead of issuing new bonds the Hydro Commission will utilize the last half of the original \$300,000 worth of debentures issued by the City when the Hydro Commission took over the operation of the road."

but they felt certain that, at the end of 1922, it would be on a paying basis. They would build up the Grand Valley Railway, around about 1923, and then

they would make that expenditure themselves. You would not be responsible for it.

Yes, all we had to do was to give them the right of way land as they needed it. Building was not so much a problem as it is at any time, the city desired to encourage the agreement, the land would be given to the Hydro. The Grand Valley railway runs up towards the end of Responder down avenue 44th.

Afterward they took over the Grand Valley and the Hydro.

How were they to connect the Grand Valley with the main line?

By building a line right across the city. The line that runs from Grand Valley to the Hydro is the Hydro's own line. It runs through the city of Grand Valley and connects with the Grand Valley line that runs from the city to the Hydro. The Grand Valley line runs up towards the end of Responder down avenue 44th.

They were prepared to agree to build through Grand Responder to Grand Valley.

November 4th, 1922.

I N T E R V I E W

Mr. Taylor:

Chairman:

That would have been with a direct line to Port
Hwyar.

MR. J. E. TAYLOR.

Mr. Taylor:

The issue was to run for twenty-five years and they
were to have the line running in twelve months from
the date of the passing of the By-laws. The By-laws
Mr. Carter, the ex-mayor of Guelph, knows the story to
better than I do. He was mayor at the time. I
was president of the Chamber of Commerce at the
time that the issue came up in respect of the C.P.R.
taking over the city railway because it was not paying.
Mr. J. E. Lyon, claimed it was paying but he had never
made any allowance for depreciation. They had a sinking
fund. We made a proposition to the C.P.R. that, with
the assistance of the City Manager, the C.P.R. might
hitch up the Grand Valley Railway, which was operated
by the C.P.R., and make a connecting line from Puslinch
Lake to Hespeler. They were to take over our line,
pay us nothing for it but operate it for us and spend
some \$16,000 in rehabilitation of the railway and pay
us one-half of the profits, if any. Mr. Wanklyn,
representing the C.P.R., stated that they would not
attempt to go into the proposition unless they felt
that they could make money.

Chairman:

Mr. Taylor:

How about the losses?
We would take the entire losses, if there were losses,
but they felt certain that, at the end of two years,
it would be on a paying basis. They would hook up
the Grand Valley Railway, spend about \$400,000 on it.

Mr. Haney:

They would make that expenditure themselves; you
would not be responsible for it?

Mr. Taylor:

Yes, all we had to do was to give them the use of such
land as they needed at Puslinch Lake and in Guelph
and if, at any time, the city desired to terminate
the agreement, the land would revert to the city.
The Grand Valley railway runs to Hespeler and out
of Hespeler down around Galt.

Mr. Harris:

Afterward they took over the Lake Erie and Northern?

Chairman:

How were they to connect the Grand Valley with the main
line?

Mr. Taylor:

By building a line eight miles long. The line that runs from Keele Street at West Toronto
is the Toronto and Guelph Radial Railway and runs out to
the city of Guelph and terminates in the city. The
line that runs from the city to the Guelph farm is the
Guelph Junction Railway and belongs to the City.

Chairman:

They were prepared to agree to build through from
Hespeler to Guelph?

no address
under Guelph

Had - J. E. Taylor

C.P.R.
2 years

September 23rd, 1922.

THE HON. J. H. H. H.
WILLIAM
MR. J. H. H. H.

Mr. Taylor:

Mr. Taylor, the ex-mayor of Guelph, knows the story better than I do. He was mayor at the time. I was president of the Union of Commerce at the time that the issue came up in respect of the C.P.R. taking over the city railway because it was not paying. Mr. J. H. H. H. claimed it was paying and he had given made out all the figures for the C.P.R. that, with the assistance of the City Manager, the C.P.R. might take over the Grand Valley Railway, which was operated by the C.P.R., and make a connecting line from London to Guelph. They were to take over our line, pay us nothing for it but operate it for us and spend some \$10,000 in rehabilitation of the railway and pay us one-half of the profits, it was. Mr. Kennedy, representing the C.P.R., stated that they would not attempt to go into the proposition unless they felt that they could make money.

Now about the losses?

Mr. Taylor:

We would take the entire losses, if there were losses, but they felt certain that, within one or two years, it would be on a paying basis. They would have the Grand Valley Railway, spend about \$100,000 on it.

Mr. Haney:

They would make that expenditure themselves; they would not be responsible for it.

Mr. Taylor:

Yes, all we had to do was to give them the use of some land as they needed an English lake and in English and it, at any time, was only desired to terminate the agreement, the land would revert to the city. The Grand Valley Railway runs to Hespeler and out of Hespeler down around Split.

Mr. Haney:

Afterward they took over the Lake Erie and Northern?

Chairman:

How were they to connect the Grand Valley with the main line?

Mr. Taylor:

By building a line eight miles long. The line that runs from Kato's house at West Toronto is the Toronto and Guelph Railway and runs out to the city of Guelph and terminates in the city. The line that runs from the city to the Guelph farm is the Guelph Junction Railway and belongs to the city.

Mr. Taylor:

Yes. Sir Adam. Having heard a good deal about what

Chairman:

That would have given them a direct line to Port
Dover. It would be the work of an hour to build it and

Mr. Taylor:

The lease was to run for twenty-five years and they
were to have the line running in twelve months from
the date of the passing of the by-laws. The by-laws
were passed on September 1st, 1919 and the line was to
be in operation on September 1st, 1920. The rates
were to be guaranteed by the C.P.R. Workmen's rates
and children's rates of _____ were to prevail from

Mr. Henry:

6-9 A.M. and from 4 - 6.30 P.M. Sir Adam came along
and said we were doing a terrible thing, giving away
the rights of the people and, as he stood for the people,

Mr. Taylor:

we should give it to the Hydro and not to the C.P.R.,
who were a private corporation. The newspapers were
in favor of our proposition to the C.P.R. for about
two weeks and, all at once, after Beck and his crowd
got to work, they flopped right over in favor of the
Hydro and the vote was five to one in favor of the Hydro.

Chairman:

What did Beck promise in the way of rates and connections?

Mr. Taylor:

He promised everything but giving up his home. The
Hydro said they would pay us \$150,000 for our road. The
C. P. R. are not giving anything. (That was his statement.)
"We will give you \$150,000." but he says nothing about
our having to put up \$300,000 in debentures to guarantee
them against loss, which we subsequently had to do. By-
law No. 1449 was the by-law on which the rate-payers voted
it says nothing about the \$300,000. Another by-law was
voted on No. 1455 which has them vote on the sum of
\$800,000 odd towards the outlying railways connecting
Toronto, Elmira, Galt and London, in which was
included the \$300,000 in debentures, but the people
knew nothing about it. They were to give us \$150,000
but we were to guarantee \$300,000. \$1,100 was to be
payable on the first of each year; the first payment
was to be made on the first of January, 1921 and they
only got that a few months ago. The second payment
is more than six months past due and they have not got
it yet. They had a loss of \$10,000 which they
demanded but I conferred with the City Manager
yesterday and he says they did not receive a statement
of how this loss accrued. In a statement made by the
Hydro engineers to Sir Adam, they say it ^{would} cost some
forty odd thousand dollars to rehabilitate the line.
This, I think, was handed to me by Mr. Moore, the late
City Manager. On Wyndham Street, which is the same
to Guelph as Yonge Street is to Toronto, he points
out that the tracks are in good order with 60 lb.
rails. Since they took it over they have taken up
these rails and put down 100 lb. rails. I understand
now that the whole \$300,000 is spent and it will
take about \$60,000 more to complete it. "Before th

Self-asked

(Guelph June.)

*might money
from city
\$20,000
to complete*

snow flies, we will have our rails laid to Peterson (?)” said Sir Adam. Having heard a good deal about what they were doing, the estimates they made were over-reached so they were not saying anything, just using loose terms to inveigle the working men to think Hydro was the greatest thing on earth. They stated that it would cost about \$700 to round off one of our street corners. The City Engineer said it could be done for \$500. They said “We will give you \$500 if you will do it.” It cost the City Engineer \$130 to do it; the city got their check for \$500 and has the balance of the money.

Mr. Haney:

That was one instance of where they made money out of the Hydro.

Mr. Taylor:

Yes. At a meeting in Galt on November 6th, 1919, Sir Adam said that the Toronto Electric Light Company were in business for fifty years. These notes were made for the purpose of showing that he did not tell the truth. He also said they had made fabulous profits. I investigated and found that they went into business in 1887. He stated “We never spend a dollar without having the municipalities who are to provide the money and are interested in it having a vote upon that particular expenditure and when we do spend any money it is your money and it is only taking it out of one pocket and putting it in another.” A little later he said “We have had an order-in-council passed authorizing the expenditure of a million dollars on the Niagara Radial Railway” and Mr. Gaby stated that they had spent about \$300,000 of that. “Well that is just a case of where we are getting on,” said Sir Adam. A voice asked “Did you have a vote on that?” He said “That is another question” and went right on with his argument. He laid great stress on the profit that would accrue on the radial system and stated that coal coming over the London and Port Stanley route would show a tremendous profit for the Hydro. On the other hand he argued that, if we connected up with the Hydro, it would not interfere with such franchises as Guelph City had in connection with their Guelph and Campbellford (?) lines on the C.P.R. He also stated that our trains would run at 60 instead of 25 miles per hour, as they are running now and by that we would be able to get most, if not all, the passenger and freight traffic. He also said that he had checked up, through his engineers, the amount of freight that was being handled out of Guelph and he knew it would pay. I asked different shippers in the city and they said they had not given any statistics, so that all these things were contradictions of existing conditions.. At his meeting at the Opera House in Guelph, he said that the Hydro had already eight or nine millions to your credit as a sinking fund and the Dominion Government has guaranteed that they will not parallel any Hydro-Electric railway. The London and Port Stanley railway is the wonder of the world and if you people will vote

Ask committee to 54 Ave

(Guelph Junc.)

might prove from Pz. Cos.

know this, we will have our rails laid in between
 said Sir Adam. Having heard a good deal about what
 they were doing, the estimates they made were over-
 so they were not saying anything, but making losses
 seems to indicate the working was to think they were
 the greatest thing on earth. They stated that it
 would cost about \$700 to round off one of the street
 corners. The City Engineer said it could be done
 for \$200. They said "we will give you \$500 if you
 will do it." It cost the City Engineer \$125 to do
 it; the city got their check for \$500 and had the
 balance of the money.

That was one instance of where they made money out of
 the Hydro.

Mr. Harvey:

Mr. Taylor:

At a meeting in 1919 on November 21st, 1919,
 Sir Adam said that the Toronto Electric Light Company
 were in business for thirty years. These notes were
 made for the purpose of showing that he did not tell
 the truth. He said that they had made business
 profits. I investigated and found that they were
 into business in 1887. He stated "we never spent
 a dollar without having the municipality who are to
 provide the money and are interested in it having a
 vote upon that particular expenditure and when we do
 spend any money it is your money and it is only taken
 it out of one pocket and putting it in another." A
 little later he said "we have had an order-in-council
 passed authorizing the expenditure of a million dollars
 on the Niagara and Lake Huron Railway and Mr. Duff stated that
 they had spent about \$250,000 of that. "Well that is
 just a case of where we are getting on," said Sir Adam.
 I asked him "Did you have a vote on that?" He said
 "That is another question" and went right on with his
 argument. He said "Great profits on the profits that
 would accrue on the Hydro system and stated that coal
 coming over the border and for the Hydro system would
 show a tremendous profit for the Hydro. On the
 other hand he stated that if we connected up with
 the Hydro, it would not interfere with such transactions
 as English City had in connection with their Hydro and
 Campbellford (7) lines on the C.P.R. He also stated
 that our trains would run at 60 instead of 25 miles
 per hour, as they are running now and by that we would
 be able to get more, if not all, the passenger and
 freight traffic. He also said that he had spoken up
 through his engineers, the amount of freight that was
 being handled out of English and he knew it would pay.
 I asked him "Did you give any figures in the city and they said
 they had not given any figures, so that all these
 things were conclusions of existing conditions.
 At the meeting at the Queen Hotel in English, he said
 the Hydro had already spent or was willing to spend
 credits on a sinking fund and the Dominion Government
 had guaranteed that they will not pay for any Hydro-
 electric railway. The London and Port Stanley Railway

(Guelph June.)

Handwritten notes:
 might have been
 by
 1919

Mr. Harries:

Mr. Taylor:

Mr. Taylor:

on that, we propose to make Guelph a second terminal for all lines running east and west. No freight will run over your city streets. However, freight is still running over our city streets. Mr. G. B. Ryan, from a box, asked Sir Adam several times if we kept control of our streets and if we would have the right to say what lines would be permitted. Sir Adam talked about everything else but did not answer his question. Mr. Ryan went back of the stage after the meeting and, after stating that he was a great supporter of Sir Adam's, said he would like to have that question answered. Mr. Ryan told me that Sir Adam used some of the most profane and outrageous language a man could use and said that "No one but a damn fool would ask such a question." He said they never made estimates without checking, re-checking and checking again and that they had never yet had a case where they did not live up to the estimates. We had a meeting on December 6th of the Guelph Junction Railway, owned by the City, and operated by the C.P.R. The directors - J.W. Lyon, Mayor Carter, J.M. Taylor, C.R. Crowe, H. Westoby, A.H. McDonald, K.C., were present. Attention was drawn to the fact that J.M. Taylor's opinion was that the Guelph Junction railway would be affected seriously by the inroads of the radial lines and as we were the only city favorably situated as owners of such a line, it was our duty to protect our interests to the limit. It was said by Mr. Gaby at his meeting on December 4th, at the Opera House, that this proposed road would pay if we got all the traffic including freight. Mr. Lyon's answer was that this was not what was meant. He said we should not take literally any public address made, or statement as binding. He said it was well understood that public men said things that did not mean the same as when put in writing and he made long and able efforts to impress this on the Guelph Junction directors. Beck had been very emphatic in stating that only a five cent fare would be charged, with no strings on it like the C.P.R. proposal to raise it. Taylor said this ought to be put in the by-law but Lyon said "NO" Beck did not mean that and, if put in the by-law, it might have the effect of defeating it and that nothing should be put before the public in the document that might have to be or could not be carried out. Beck had said at his Galt meeting of November 6th that profit would accrue through the radial system of coal coming over the London and Port Stanley Railway instead of, as at present, over the G.T.R. and C.P.R. Mr. Lyon said this would increase the profits of the Guelph Junction railway because of the greater volume of business that would develop through extra lines, etc. At Galt Beck had said that the Hydro proposed to take over and electrify only such portions of the G.T.R. as are now paying or may be made to pay - but Lyon said that is not what he meant as it is not their policy to disturb any existing lines.

H. also want

Beck committed to a 5¢ fare

fake

Mr. Harries:

Mr. Taylor:

Chairman:

Chairman:

Mr. Taylor:

Chairman:

Mr. Taylor:

on that, we propose to make a single second terminal
for all lines running east and west. No freight
will run over your city streets. However, freight
lines running over city streets. Mr. G. J.
Lyon, from a bar, asked his agent several times if
they could not get a station and if we would have the
right to say what lines would be permitted. Mr.
Lyon asked about everything else but did not answer
question. Mr. Lyon went back of the stage after the
meeting and, after stating that he was a great supporter
of Mr. Lyon's, said he would like to have that done
answered. Mr. Lyon told me that his agent used some
at the most profane and vulgar language a man can
use and said that "he and a team feel would ask
a question." We said they never made statements with
obscenity, no-shocking and shocking again and time in
but never yet had a case known they did not like the
the railroad. We had a meeting on November 21st at
the English American Railway, owned by the city, and
operated by the C.P.R. The directors - W.W. Lyon,
Mayor Dettler, J.W. Taylor, G.L. Brown, M. Heston, A.W.
Ketchum, K.G. were present. Attention was drawn to
the fact that J.W. Taylor's opinion was that the English
American railway would be situated exclusively by the
franchise of the railroad lines and as we were the only
city favorably situated as a center of such a line, it
was our duty to protect our lines to the limit.
It was said by Mr. Lyon at his meeting on November 21st
at the Opera House, that this proposed road would pay
we got all the traffic including freight. Mr. Lyon's
answer was that this was not what we meant. He said
we should not take literally any words address made
or statement as binding. He said it was well understood
that public men said things that did not mean the same
as when they are written and he made some such efforts
to improve this on the English American railway.
Lyon had been very emphatic in stating that only a
five cent rate would be charged, with no strings on it
like the C.P.R. proposal to raise it. Taylor said
this ought to be put in the law but Lyon said "you
don't get it right that way, it put in the law, it
might have the effect of defeating it and that nothing
should be put before the public in the document that
might have to be revised and be revised out.
Lyon had said at his last meeting of November 21st that
profit would come through the railroad system of coal
coming over the London and North Western Railway instead
of, as at present, over the U.S.R. and C.P.R. Mr.
Lyon said this would increase the profits of the English
American railway because of the greater volume of business
and that would develop through extra lines, etc. At the
back had said that the Lyons proposed to take over and
operate only such portions of the U.S.R. as are now
paying or may be made to pay - but Lyon said that is
not what he meant as it is not a railroad.

English American Railway
Nov 21 - 1890

- Mr. Harris: What is the feeling in Guelph now?
- Mr. Taylor: The people who carry it pay the taxes and the people who do not pay the taxes, believe that Sir Adam Beck was put on earth by the Creator to see that we walk a straight line.
- Mr. Taylor: Do you think the people would be disposed to take it back and operate it as a municipal line?
- Mr. Taylor: I do not know. Mr. Geo. Thorpe, the collector of customs, whose office is right on the square, and who was very much in favor of it in the beginning, is now thoroughly disgusted and says that he will have to justify his attitude by telling the story of the cat and the kittens "They have their eyes opened now." He said that the other morning he saw a superintendent and twelve men on a job and not ten of them were working. The people are guided by the two papers and we are trying to find out if they have not been bought up. Neither of the papers in Guelph will let you put in a reading notice without paying for it. During the War, the Patriotic League and the Red Cross could not put in a reading notice without paying for it, yet the Hydro has full pages. I came down to Toronto and talked to the late John Ross Robertson and Sir John Willison about it and they said it was a crime that a newspaper should sell its soul - for the white space of a newspaper is its soul.
- Mr. Haney: Is Mr. Hanigan an officer of the Hydro?
- Mr. Taylor: No of the Hydro Municipal Association.
- Chairman: The Hydro pays, on their books, \$6,000 a year to Mr. Hanigan or his association.
- Mr. Taylor: The Hydro said they would have for all time a five-cent fare. This month they have raised the fare to six cents but they say that does not mean 6¢ - you get 20 tickets for a dollar. They claim it would not pay unless they advanced the rates and they have full power to advance them. The City Manager told me yesterday he had only a statement showing there were losses but how they were made up he did not know. We have a line to Toronto on which Toronto helps us out.
- Chairman: Why was the Hydro so anxious to get into Guelph?
- Mr. Taylor: I think the whole thing was predicated on linking it up with the radials. If the C.P.R. had been able to get their proposition through that would have put a bad kink in the Central Ontario.
- Chairman: I suppose they are right.
- Mr. Taylor: From a business standpoint yes.

H. also
want
X

2¢
fare

The line was built for \$170,000 and leased to the C.P.R. under a 99 year lease.

Mr. Haney:

Would it be your judgment, Mr. Taylor, that a railway could be more efficiently operated by a group of railway men rather than by the Hydro management?

Mr. Taylor:

In the light of my experience, there can be no question about it. These Hydro men know nothing about railways and are learning at our expense.

Mr. Taylor:

Mr. Haney:

Chairman:

Mr. Taylor:

Sir Adam had the ear of the public and anything that he said went. It was assumed by the public that, with his organization and the Government behind him, he should be able to do that work cheaper than it could be done by any other corporation. That would be in the minds of the mass of the people, who are not the business portion of it?

Mr. Taylor:

In the by-laws submitted to the people in regard to the running of cars in the city of Guelph, they might have Sunday cars on the vote of the people, but they have never had a vote of the people, they have done as they liked. They have torn up the square which had a monument on it. They have the right of way and no one has anything to say but themselves.

*BT. 2 men
\$400 a car
+ 10 min*

According to the estimates they made they were going to buy some one-man cars that would cost approximately \$9,000 each. The cars they bought cost \$13,000 each. In other words, they spent \$180,000 in cars alone. They give a ten minute service.

Chairman:

Have you a statement of the operations of the railway?

Mr. Taylor:

No, we have never been able to get that.

Chairman:

We have one, have we not?

Mr. Bower:

Up to October, 1921, showing a loss of \$10,000.

Chairman:

Were they to share the profits with the City?

Mr. Taylor:

They were to share the profits 50-50 with the city.

Chairman:

They would have made a better deal had they turned it over to the C.P.R. and they would not have had to put up \$300,000 to guarantee them against loss of, if they allowed the C.P.R. to hitch up with the city, then they would have increased the profits to the city the same as they get profits now from the Guelph Junction line because they arranged that they would get the same ratio of profits as they now get from the Guelph Junction Railway. I asked the City Engineer if the Hydro were giving them credit for the old rails torn up. He said he did not know but he knew they were selling them for \$10. per ton. The estimate made was that they would get \$30. per ton. The rails they brought in had

Mr. Taylor:

Mr. Harris:

Mr. Taylor:

Mr. Harris:

Mr. Taylor:

The line was built for \$170,000 and leased to the G.P.R. under a 99 year lease.

Would it be more important, Mr. Taylor, that a railway should be more efficiently operated by a group of railway men rather than by the G.P.R. management?

In the light of my experience, there can be no question about it. These railway men know nothing about railways and are learning at our expense.

Mr. Taylor had the ear of the public and was saying that he said so. It was answered by the public that with his organization and his government behind him, he should be able to do more work cheaper than it could be done by any other corporation. That would be in the mind of the mass of the people, who are not the business portion of it.

In the by-laws submitted to the people in regard to the running of the city of London, they might have wanted some of the people, but they have never had a vote of the people, they have done as they liked. They have torn up the paper which had a document on it. They have the right of way and no one has anything to say but themselves. According to the constitution they were going to have some one-man cars that would cost approximately \$50,000 each. The cars they bought cost \$15,000 each. In other words, they spent \$150,000 in cars alone. They give a ten minute service.

Have you a statement of the operations of the railway? No, we have never been able to get that.

We have one, have we not?

Up to October, 1921, showing a loss of \$10,000.

Were they to operate the profits with the city?

That was to share the profits 50-50 with the city.

They would have made a better deal had they turned it over to the G.P.R. and they would not have had to put up \$100,000 to guarantee them against loss at all. It they allowed the G.P.R. to have the city, they would have increased the number of the city cars same as they had before now from the single direction line because they arranged that they would get the same ratio of profits as they now get from the single direction railway. I asked the city manager if the G.P.R. were giving them credit for the old rails taken up. He said he did not know but he knew they were selling them for \$10. per ton. The railway made was that they had

Mr. Haney:

Mr. Taylor:

Mr. Haney:

Mr. Taylor:

Chairman:

Mr. Taylor:

Chairman:

Mr. Haney:

Chairman:

Mr. Taylor:

Mr. Harris: been used previously at Chippawa. They brought them in and charged them up at full rate. The City Manager did not know that. I said "That is a thing you ought to know. if you get second-hand material you should get a second-hand price."

Chairman: Did the newspapers get any money from the Hydro? Should we ask them that?

Mr. Taylor: I think it would be safe. They never did anything free for us.

Chairman: Whom do you think we should interview in connection with this, Mr. Taylor?

Mr. Taylor: Mr. E. J. Carter, Ex-Mayor
Mr. Frank McArthur, City Engineer
(Information in regard to Surrey Street operations. He has a sore spot in regard to the way they ballasted the road. The full length of one street they filled in with loose broken stone up to the surface of the tracks and then took it all up again. I wanted to know who was paying for that.)
George G. Thorpe, Collector of Customs
(Loafing on the work.)
J. W. Lyon
R. J. Hanigan
G. Powell Hamilton, Treasurer (Would know where the money came from and how it was expended. Financial agent, insurance man and assignee.)

Both Hydro men: Innes McIntosh of the Guelph "Mercury" and Harry Gunmer of the Guelph "Herald"

Chairman: Mr. Hanigan goes away on Mondays. He is a live wire and a nice fellow. We like him every way except that he is on the wrong side of this.

Chairman: Should he be subpoenaed?

Mr. Taylor: Yes, he is just wise enough to leave town.

Mr. Harris: Mr. Westoby is an invalid and I think he had better be left out.

Mr. Harris: Was J. W. Lyon a member of the Board of the Guelph Junction Railway?

Mr. Taylor: Yes.

Mr. Harris: Who was the Hydro man?

Mr. Taylor: Sir Adam and Mr. Gab.

been used previously at Chicago. They brought them in and changed them up at this time. The City Manager did not know that. I said "What is a thing you ought to know. It was got second-hand material you should get a second-hand price."

Did the newspapers get any money from the Hydro? Should we ask them that?

I think it would be safe. They never did anything for us.

When do you think we should interview in connection with this, Mr. Taylor?

Mr. J. J. Gentry, Mr. Taylor
Mr. Frank Hamilton, City Engineer

Information in regard to Harry's first operations. He has a shop in regard to the way they handled the road. The Hall longer at one street, they killed in with loose bricks down up to the surface of the road and then took it all up again. I wanted to know who was paying for that.

George B. Thorpe, Collector of Customs
(Working on the work.)

J. W. Lyon
J. J. Hamilton

G. Powell Hamilton, Treasurer (Would know where the money came from and how it was expended. Financial account, financial men and assistants.)

Both Hydro men
Harry Gentry of the Chicago Herald
Lance Johnston of the Chicago Herald

Mr. Hamilton goes away on Monday. He is a live wire and a nice fellow. He like him every way except that he is on the wrong side of this.

Should he be apprehended?

Yes, he is just vice enough to leave town. Mr. Westoby is an invalid and I think he had better be left out.

Was J. W. Lyon a member of the Board at the Chicago Junction Railway?

Yes.

Who was the Hydro man?

Sir Adam...

Chairman:

Mr. Taylor:

Chairman:

Mr. Taylor:

Chairman:

Mr. Taylor:

Mr. Hamilton:

Mr. Taylor:

Mr. Hamilton:

Mr. Taylor:

- Mr. Harris: Was James up there?
- Mr. Taylor: I did not meet him. I think these men would speak more freely if Sir Adam were not there. Sir Adam always contradicts everything anyone says.
- Mr. Haney: What do you think, Mr. Taylor, about the Hydro operating railways and public utilities?
- Mr. Taylor: I think it is a crime. Our railways are not paying now and it is a shame to ---
- Mr. Harris: It is the principle we mean.
- Mr. Haney:)
Chairman:)
- Mr. Taylor: I suppose the principle is all right.
- Mr. Harris: Another thing Sir Adam said which shows his autocratic attitude. There was a doctor from Saltfleet, at one of the meetings, who had not voted and someone asked him about it and Sir Adam said "There is such a thing as penalizing people who do not comply with our wishes. We might go around them or we might tax them a little more for running through."
- Mr. Taylor: He was quite frank about it.
- Mr. Harris: It is necessary for us to get the exact details of that arrangement and what it meant. I do not think the mass of the people in Guelph know what they are up against.
- What are they up against? If the railway pays they will never be called upon to pay anything on these bonds.
- Mr. Harris: They have to find \$300,000 and it will take another \$60,000.
- If they do not hitch up with outside railways, Guelph will never pay.
- Chairman: They will operate this railway from Guelph to Toronto. Will that help the situation?
- Mr. Taylor: It will not help Guelph. It will draw away from the Guelph Junction Railway and we would lose.
- Mr. Harris: You need not be afraid of that.
- Mr. Haney: Is not the principal offense the excessive cost of rehabilitating the railway? Is it not really the excess of capital expenditure over what was contemplated at the time or that would have been necessary if the C.P.R. had taken it over?
- Mr. Taylor: It only cost \$69,000 originally. They took it over and spent \$300,000 and they are not nearly through. They have spent over \$300,000 now.

Mr. Harris:

as James up there?

Mr. Taylor:

I did not meet him. I think there was some question as to whether it was there. But when anyone says that everything is all right.

Mr. Harris:

What do you think, Mr. Taylor, about the type of operation railways and public utilities?

Mr. Taylor:

I think it is a crime. For railways are not paying me and it is a crime to

Mr. Harris:
Chairman:

It is the principle we mean.

Mr. Taylor:

I suppose the principle is all right.

Another thing Mr. Harris said which shows his answer to the question. There was a letter from the railroad, at one of the meetings, who had not voted and someone asked him about it and he said there is such a thing as paying people who do not comply with our wishes. We might as well let them go and let them have a little more for running through.

Mr. Harris:

He was quite frank about it.

Mr. Harris:

It is necessary for us to get the exact details of that arrangement and what it means. I do not think the name of the people in Chicago know what they are up against.

What are they up against? If the railway pays they will never be called upon to pay anything on their bonds.

Mr. Harris:

They have to find \$200,000 and it will take another \$80,000.

If they do not pick up with another railway, Chicago will never pay.

Chairman:

They will operate this railway from Chicago to Toronto. Will that help the situation?

Mr. Taylor:

It will not help Chicago. It will draw away from the Chicago Junction Railway and we would lose.

Mr. Harris:

You need not be afraid of that.

Mr. Harris:

Is not the principal reason the excessive cost of rehabilitating the railway? Is it not really the excess of capital expenditures over what was contemplated at the time or that would have been necessary if the C.P.R. had taken it over?

Mr. Taylor:

It only cost \$45,000 originally. They took it over and spent \$200,000 and they are not getting through. They

- 9 -

- Mr. Haney: My impression is that the primary trouble is the excessive capital expenditure, which was not contemplated and would not have been made if the city had continued to operate the line.
- Chairman: On December 5th Sir Adam said the Guelph Radial would become part of the Hydro and, with the cooperation of all the other roads, could be made a success, but not unless it was.
- Mr. Taylor: They have their own situation up there. The whole country is covered with a network of radial roads.
- Mr. Harris: These railroads were made successful not by the Hydro but by private enterprise.
- Mr. Harris: Yes. His policy would be to go on and duplicate those other roads.
- Chairman: What was the original plan? To carry it through to London and duplicate the C.P.R.?
- Mr. Taylor: But that will not be done. It was as part of that scheme, they were so anxious to get hold of the Guelph line because if the C.P.R. got in it would have blocked that. He said Guelph would have been a second London.
- Chairman: The advantage of dealing with the C.P.R. would have been that you would have taken no risk and would have shared the profits, if there had been any. You would have had eight miles space to Lake Erie filled in without extra cost. You bring in coal over that road. They might have brought a large portion of coal from Port Dover.
- Mr. Taylor: By their contract with the Guelph Junction Railway they could not divert any traffic over any other line. That is specifically set forth and they have never attempted it.
- Chairman: You consider that, from a business standpoint, you would have been better to have made the arrangement with the C.P.R.?
- Mr. Taylor: Yes, I think we would. If Wyndham Street was in good condition why did they tear it up three months later? We had a report from Mr. Kerwin, Guthrie's partner, (It was prepared by Kerwin and approved by Guthrie.) to the mayor of the City of Guelph and he draws attention to the fact that the By-Law the people voted on says nothing about connecting up with Guelph to Puslinch Lake, so we cannot say anything about that. My idea is that the people were blinded into voting for the Hydro proposition.
- Mr. Haney: It might be important to determine what fund this municipal association has because Hanigan is paid

My impression is that the primary trouble is the excessive capital expenditure, which was not contemplated and would not have been made if the city had continued to operate the line.

Mr. Haney:

On December 23rd Sir Adam said the British Roadways would become part of the Hydro and, with the suggestion of all the other roads, would be made a success, but not unless it was.

Mr. Taylor:

They have their own situation up there. The whole country is covered with a network of radial roads.

Mr. Haney:

These railroads were made successful not by the Hydro but by private enterprise.

Mr. Haney:

Yes. His policy would be to go on and duplicate those other roads.

Mr. Haney:

What was the original plan? To carry it through to London and duplicate the L.R.R.

Chairman:

But that will not be done. It was as part of that scheme, they were so anxious to get hold of the foreign line because if the G.P.R. got in it would have blocked that. He said British would have been a second London.

Mr. Taylor:

The advantage of dealing with the G.P.R. would have been that you would have taken no risk and would have shared the profits, if there had been any. You would have had eight million acres to make this filled in without extra cost. You being in debt over that road. They might have brought a large portion of coal from Port Dover.

Chairman:

By their contract with the British American Railway they could not divert any traffic over any other line. The is specifically set forth and they have never attempted it.

Mr. Taylor:

You remember that, from a business standpoint, you would have been better to have made the arrangement with the G.P.R.?

Chairman:

Yes, I think we would. If Wyndham Street was in good condition why did they tear it up three months later? We had a report from Mr. Haney, Ontario's partner. (It was prepared by Lewis and approved by G.P.R.) Some mayor of the City of London and no known attempt to the fact that the people voted on ways no nothing about connecting up with British to Portland and so we cannot say anything about that. My idea is that the people were blinded into voting for the Hydro proposition.

Mr. Taylor:

It might be important to determine what that was.

Mr. Haney:

directly by the Hydro \$6,000.

Chairman: And he gets more than that, I think. [1912, now
President of the Canadian Pacific Railway.]

Mr. Taylor: They stated publicly that the Chamber of Commerce
and the business men were spending money lavishly
on behalf of the C.P.R. Here is a statement signed
by three prominent men without any contribution from
the Chamber of Commerce. We tried to get the C.P.R.
to give us some data and they said no they preferred
not to enter into it. Let us have a fair, free fight
and they could not come back at the C.P.R. We have
a brief prepared by the Sutherland Commission.

3. Mr. Taylor could say whether he agrees with
Mr. Carter's statement that the Hydro is against
the Grand River Agreement, and had his own recollections.
(The meeting then terminated.)

5. Mr. Taylor called special meeting of the Chamber
of Commerce on July 24th, to consider Grand River Agreement,
as reported in the Guelph Mercury, July 23th, p14 Guelph
File. Of this report it is understood that it only partially
states what took place. It is desirable for Mr. Taylor to set
down his recollections of what transpired, including representa-
tions made by Mr. Ryan and Mr. Hennigan, and to say whether they
were understood as reflecting the attitude of the Hydro as to
be disclosed.

4. Mr. Taylor could speak of the necessity for making it
clear to the public that the Guelph Radial Railway, understood
to be earning surplus, failed to meet its fixed charges out
of revenue from the time the city took it over.

6. Mr. Taylor was present at the Galt meeting, November 21st
and made notes. (G Taylor File) on Sir Adam's statement speech
which may be produced. Particularly the reference to Sir Adam's
statement that an order-in-council was passed, authorizing the
expenditure of a million dollars on the purchase of right-of-
way for the Niagara Radial, and Mr. Galt's statement that
\$300,000 had already been spent.

11. Mr. Taylor said that he had been asked to call on
the Hydro to see whether they would be willing to pay for the
right-of-way for the Niagara Radial. He said that he had been
asked to call on the Hydro to see whether they would be willing
to pay for the right-of-way for the Niagara Radial.

2. Mr. J.M. Taylor other the impression given by these six agents was that the Hydro was very powerful with the Government, and that what it might recommend with (President of the Guelph Chamber of Commerce, 1919, now President of the Guelph Junction Railway.)

1. Confirm Mr. Carter's account of origin of Grand River Agreement, and as indicating the favour with which it was regarded, may testify to the matter contained in the circular, "The Street Railway by-Law" issued by the Citizen's Progress League, #12, Taylor File and circular No. 1 Taylor File. He could say whether it was specifically stated to the public that in return for \$150,000 Hydro bonds for the purchase of the radial, the city would

2. Mr. Taylor could say whether he agrees with whether Mr. Carter's account of Sir Adam Beck's campaign against the Grand River Agreement, and add his own recollections. the Hydro system, and operated in conjunction with it.

3. Mr. Taylor called special meeting of the Chamber of Commerce on July 24th, to consider Grand River Agreement, as reported in the Guelph Mercury, July 25th, #14 Guelph File. Of this report it is understood that it only partially states what took place. It is desirable for Mr. Taylor to set down his recollections of what transpired, including representations made by Mr. Lyon and Mr. Hannigan, and to say whether they were understood as reflecting the attitude of the Hydro soon to be disclosed. Guelph and Niagara line.

4. Mr. Taylor could speak of the necessity for making it clear to the public that the Guelph Radial Railway, understood to be earning surpluses, failed to meet its fixed charges out of revenue from the time the city took it over. the city, especially in relation to his notes about S.E. Ryan's questions, and to statements of Mr. Lyon and Mr. Hannigan, if he recalls them.

5. Mr. Taylor was present at the Galt meeting, November 5th and made notes, (9 Taylor File) on Sir Adam's statements speech which may be produced, particularly the reference to Sir Adam's statements that an order-in-council was passed, authorizing the expenditure of a million dollars on the purchase of right-of-way for the Niagara Radial, and Mr. Galt's statement that \$200,000 had already been spent.

11. Mr. Taylor made notes on a meeting of the Guelph Junction Directors on December 4th, which is #11 in the Taylor File and which may refresh his memory as to the understanding of the character of the Hydro campaign as reflected by Mr. Lyon, President of the Hydro Radial Union.

Mr. L.M. Taylor

(President of the Great Lakes Chamber of Commerce, 1912, now
President of the Great Lakes Railway.)

1. Contrary Mr. Taylor's account of origin of
Grand River Agreement, and of including the Taylor with
which it was regarded, may testify to the manner contained
in the original, "The Great Lakes Railway by-law" issued by the
Division's Progress League, 1912, Taylor wife and original
No. 1 Taylor wife.

2. Mr. Taylor could say whether he agrees with
Mr. Carter's account of Mr. Adam Beck's campaign against
the Grand River Agreement, and add his own recollections.

3. Mr. Taylor called special meeting of the Chamber
of Commerce on July 24th, to consider Grand River Agreement.
as reported in the Great Lakes Weekly, July 25th, 1912, Great
Lakes. Of this report it is understood that it only partially
states what took place. It is desirable for Mr. Taylor to set
down his recollections of what transpired, including representa-
tions made by Mr. Lyon and Mr. Hamilton, and to say whether they
were understood as reflecting the attitude of the Hydro Board to
be disclosed.

4. Mr. Taylor could speak of the necessity for making it
clear to the public that the Great Lakes Railway, understood
to be carrying surplus, failed to meet its fixed charges out
of revenue from the time the ship took it over.

5. Mr. Taylor was present at the only meeting, November 24th
and made notes. (9 Taylor wife) on Mr. Adam's statements speech
which may be produced, particularly the reference to Mr. Adam's
statements that an over-in-control was passed, authorizing the
expenditure of a million dollars on the purchase of right-of-
way for the Niagara Railway, and Mr. Galt's statement that
\$200,000 had already been spent.

6. Mr. Taylor may say whether the impression given by these statements was that the Hydro was very powerful with the Government, and that what it might recommend with regard to the Guelph Radial, would, therefore, be accepted by the Government. Mr. Taylor may also say whether, at any of the meetings he attended, it was stated that the Hydro agreement to take over the Guelph Radial had been submitted to the Government for approval, or whether it was announced that the Hydro had authority to proceed in the matter without obtaining approval.

7. Mr. Taylor was also present at the meeting in the Opera House, December 4th, addressed by Sir Adam Beck, and Mr. Gaby, in support of the Hydro agreement for taking over the Guelph Radial. He could say whether it was specifically stated to the public that in return for \$150,000 Hydro bonds for the purchase of the radial, the city would put up debentures for \$300,000 for improvements, or whether that situation was skated over by general statements to the effect that the Guelph Radial line would be linked up with the Hydro System, and operated in conjunction with it. Guelph, in May 1916, that the Toronto to London line would soon be built.

8. Mr. Taylor may also say whether, at the Chamber of Commerce, and other places, it was clearly set forth that the City would have to deposit debentures for the street railway which would have a standing aside from the debentures of the municipalities which were pledging themselves for the Hamilton, Galt, Guelph and Elmira line.

9. Mr. Taylor may testify as to what took place with regard to the control of Guelph Streets by the city, especially in relation to his notes about G.B. Ryan's questions, and to statements of Mr. Lyon and Mr. Hannigan, if he recalls them. A comparison could then be made between Sir Adam's speech, a comparison could then be made between Sir Adam's statements on the platform and the statements given in the Hydro Annual Reports, which are available.

10. References to Lyon and Hannigan statements will be found in #15, Guelph file, and #14 (3) Taylor File. - 51.

11. In connection with the question of funds provided to be made by Hydro radials, Mr. Taylor may deal with the Hydro assertions as to the thoroughness of the local freight canvass referred to.

12. Mr. Taylor made notes on a meeting of the Guelph Junction Directors on December 6th, which is #11 in the Taylor File and which may refresh his memory as to the understanding of the character of the Hydro campaign as reflected by Mr. Lyon, President of the Hydro Radial Union.

6. Mr. Taylor may say whether the impression given by these elements was that the Hydro was very powerful with the Government, and that what it might recommend with regard to the Gaelic Radicals would, therefore, be accepted by the Government.

7. Mr. Taylor was also present at the meeting in the Opera House, December 6th, addressed by Sir Adam Sedgwick and Mr. Gaby, in support of the Hydro agreement for taking over the Gaelic Radicals. He could say whether it was specifically stated to the public that in return for \$150,000 Hydro bonds for the purchase of the Radicals, the City would put up expenditures for \$200,000 for improvements, or whether that statement was made over by general statements to the effect that the Gaelic Radicals line would be linked up with the Hydro system, and operated in conjunction with it.

8. Mr. Taylor may also say whether, at the Chamber of Commerce, and other places, it was clearly set forth that the City would have to deposit expenditures for the street railway which would have a standing aside from the expenditures of the municipalities which were pledging themselves for the Hamilton, Galic, Gaelic and Radicals line.

9. Mr. Taylor may testify as to what took place with regard to the control of Gaelic streets by the City, especially in relation to his notes about G.S. Ryan's questions, and to statements of Mr. Lyon and Mr. Hannigan, if he recalls them.

10. References to Lyon and Hannigan statements will be found in 5th, Gaelic file, and 7th (2) Taylor file, - 5th.

11. Mr. Taylor made notes on a meeting of the Gaelic Junction Directors on December 6th, which is 7th in the Taylor file and which may refresh his memory as to the understanding of the character of the Hydro campaign as reflected by Mr. Lyon, President of the Hydro Radicals Union.

3. GALT

(Elected Mayor of the City of Galt, Ontario, 1917, and 1921)
 as chairman of the Galt Branch of the Hydro

12. Mr. Taylor may also say whether, at any of the meetings he attended, it was stated that the Hydro agreement to take over the Guelph Radial had been submitted to the Government for approval, or whether it was announced that the Hydro had authority to proceed in the matter without obtaining an order in council.

2. The Guelph Radial railway (now of street car way) built as extension of the Galt branch, and bought by the city to recover cost of interest

13. Among other matters as to which Mr. Taylor may speak, are any promises that were made at Galt or elsewhere of the speedy construction of Hydro Radials, including the Toronto to London. In this connection, he may be able to say whether he had heard Sir Adam Beck say in Guelph, in May 1918, that the Toronto to London line would soon be built.

4. City had long wished for electric power from Galt, and with Furlin Lake, near Niagara, a power source where city owns property.

14. It is reported that Sir Adam Beck, in speaking at Guelph, in August, stated that if the Grand River Agreement were rejected, he would have a line to Guelph under construction before snowfall.

15. Mr. Taylor may give the local events which have led to a change of attitude of business men in Guelph towards the Hydro, particularly with regard to the surplus retained by the Hydro, and referred to by Sir Adam Beck at Galt. If Mr. Taylor's recollections coincide with the report of Sir Adam's speech, a comparison could then be made between Sir Adam's statements on the platform and the figures given in the Hydro Annual Reports, which are available.

7. Any transportation arrangement made by the city must take into consideration the cost of the arrangement with the C.P.R. in view of the fact that the

16. In connection with the promises of large profits to be made by Hydro radials, Mr. Taylor may deal with the Hydro assertions as to the thoroughness of the local freight canvass as referred to in his notes on the Opera House meeting, December 4th, #10, Taylor File, and also on Motor Truck Traffic, Taylor File #2.

13. Mr. Taylor may also say whether, at any of the meetings he attended, it was stated that the Hydro Agreement to take over the Glasgow Radial had been submitted to the Government for approval, or whether it was announced that the Hydro had authority to proceed in the matter without obtaining an order in council.

14. Among other matters as to which Mr. Taylor may speak, any promise made at Galt or elsewhere of the speedy construction of Hydro Radial, including the Toronto to London. In this connection, he may be asked to say whether he has heard Sir Adam Beck say in Glasgow, in May 1918, that the Toronto to London line would soon be built.

15. It is reported that Sir Adam Beck, in speaking at Glasgow, in August, stated that the Grand River Agreement was rejected. He would have a line to Glasgow under construction before now.

16. Mr. Taylor may give the local events which have led to a change of attitude of business men in Glasgow towards the Hydro, particularly with regard to the railway retained by the Hydro, and referred to by Sir Adam Beck at Galt. It is Mr. Taylor's recollection coincides with the report of Sir Adam's speech, a comparison could then be made between Sir Adam's statements on the platform and the figures given in the Hydro Annual Report, which are available.

17. In connection with the promises of large profits to be made by Hydro Radial, Mr. Taylor may deal with the Hydro's assertions as to the thoroughness of the local freight business as referred to in his notes on the House of Commons, December 4th, 1918, Taylor's life, and also on recent traffic.

EX MAYOR CARTER

(Elected Mayor by the City Council, Manuary 1919, as result of adoption of English fashion of Council instead of people choosing Mayor.)

1. Street Railway system unsatisfactory because municipally-owned line did not pay.

2. The Guelph Radial Railway (name of street railway) built as private enterprise with large franchise, and bought by the city to recover control of streets.

3. Citizens, for years believed it was paying proposition, because surpluses were reported, but the surpluses were only of operating revenues over expenses, and did not pay all the interest on capital cost of road.

4. City had long wished for electric connection with Galt, and with Puslinch Lake, near Hespeler, a summer resort where city owns property.

5. City had also, in 1916, passed by-law and signed agreement for its share of construction of Toronto-London Hydro radial. Amount of debentures voted but not issued \$734,862.

6. Besides radial railway, city also owns Guelph Junction Railway, sixteen miles from the City of Guelph Junction, on the C.P.R. line, Toronto to Windsor, operated since by the C.P.R. under 99 year lease, giving Guelph City 40% of the gross receipts.

7. Any transportation arrangements entered into by the City must take into consideration the advantages of its arrangement with the C.P.R. in view of the fact of manufacturers and citizens generally favouring freight and passenger traffic over their own line.

8. A contributing means to this end was the agreement by which the radial railway would receive five cents for each passenger carried over the city boundary on the way to and from Puslinch Lake, Hespeler and all points beyond.

EX MAYOR CARTER

(Alleged Mayor by the City Council, January 1919, as result of adoption of English version of Council instead of people choosing Mayor.)

1. Street Railway system immediately became municipally-owned line and not pay.

2. The English Radial Railway (name of street railway) built as private enterprise with large franchise, and bought by the city to recover control of streets.

3. Distances for years believed it was paying profit, because earnings were reported, but the earnings were only of operating revenues over expenses, and did not pay all the interest on capital cost of road.

4. City had long wished for electric connection with Lake, and with English Lake, near English, a summer resort where city owns property.

5. City had also, in 1916, passed by-law and signed agreement for the share of construction of Toronto-Lake Hydro radial. Amount of debt incurred was not limited to \$750,000.

6. Besides radial railway, city also owns English Radial Railway, sixteen miles from the City of English, on the C.P.R. line, Toronto to Windsor, operated by the C.P.R. under 99 year lease, giving English City 40% of the gross receipts.

7. Any transportation arrangements entered into by the City must take into consideration the advantages of the arrangement with the C.P.R. in view of the fact of manufacturing and citizens generally favouring freight and passenger traffic over their own line.

8. These considerations were very clearly borne in mind when the idea was conceived by Mayor Carter and of inviting the C.P.R. Through its subsidiary, the Grand River Railway, to extend the Grand River to Guelph from Hespeler, and operate the Guelph Radial Railway. It must always be remembered that advances were made by the city of the C.P.R. and that in no way did the C.P.R. adopt the attitude of a corporation grasping control of Guelph transportation facilities beyond its lease of the Guelph Junction Railway.

9. Negotiations with the C.P.R. began (insert date and give particulars of resolutions passed by committee of City Council, City Council, Chamber of Commerce, and any other bodies.) was prepared to locate an industrial commissioner in Guelph with a view to obtaining more industries for the city, on account of its new partnership with the city. (e) The line from Hespeler and Puslinch Lake to Guelph was to be in operation by September 1st, 1920.

10. As a result of negotiations, the agreement was entered into, subject to ratification by the electors, providing for: (1) Extension of Grand River Railway from Hespeler to connect with Guelph Radial, with a spur, miles to Puslinch Lake. This Extension was to cost from \$400,000 to \$500,000 and would be made by the Grand River Railway without any financial obligation by the city. (2) The Grand River to operate the Guelph Radial Railway for the city, giving a ten-minute service in place of existing 20 minute service, the city to furnish \$ for improvement of equipment. (3) Any profits on operation of the Guelph Radial Railway to be equally divided between the city and the Grand River Company but the City to bear any deficits.

11. Mr. Wanklyn, executive officer of the C.P.R. state, without incurring responsibility, that it was hoped the radial railway would make its expenses in the second year of the New arrangement. and inaugurated a bitter partisan campaign for the rejection of the by-law.

12. A contributing means to this end was the arrangement by which the radial railway would receive five cents for each passenger carried over the city boundary on the way to and from Puslinch Lake, Hespeler and all points beyond.

8. These considerations were very clearly borne in mind when the idea was conceived by Mayor Carter and of inviting the C.P.R. through its subsidiary, the Grand River Railway, to extend the Grand River to Guelph from Heseler, and operate the Guelph Radial Railway. It must always be remembered that advances were made by the city of the C.P.R. and that in no way did the C.P.R. adopt the attitude of a corporation grasping control of Guelph transportation facilities beyond the limits of the Guelph Junction Railway.

9. Negotiations with the C.P.R. began (insert date) and give particulars of resolutions passed by committee of City Council, Chamber of Commerce, and any other bodies.

10. As a result of negotiations, the agreement was entered into, subject to ratification by the citizens, providing for: (1) Extension of Grand River Railway from Heseler to connect with Guelph Radial, with a spur, miles to Berlin Lake. This extension was to cost from \$400,000 to \$500,000 and would be made by the Grand River Railway without any financial obligation by the city. (2) The Grand River to operate the Guelph Radial Railway for the city, giving a ten-minute service in place of existing 20 minute service, the city to furnish for improvements of equipment. (3) Any profits or operation of the Guelph Radial Railway to be equally divided between the city and the Grand River Company but the City to bear any deficits.

11. Mr. Wanklyn, executive officer of the C.P.R., stated, without incurring responsibility, that it was hoped the radial railway would make its expenses in the second year of the new arrangement.

12. A contributing means to this end was the arrangement by which the radial railway would receive five cents for each passenger carried over the city boundary on the way to and from Berlin Lake, Heseler and all points beyond.

13. Other advantages obtained by the city through the agreement were:

- (a) A new and frequent connection with Hespeler, Preston, Galt, Brantford, Hamilton and the country between Brantford and Port Dover on Lake Erie.
- (b) The operation of its own railway by the most efficient railway company in Canada, with the city service improved by 100%.
- (c) The safe-guarding of the city's freight interest in the Guelph Junction, because, even if any traffic were diverted from the Guelph Junction for points southwest, including Hamilton and the frontier, the amount to be received for the hauling of each car of freight over the city streets to the Grand River, would be equal to the amount received for each car hauled from Guelph to Guelph Junction.
- (d) The C.P.R. was prepared to locate an industrial commissioner in Guelph with a view to obtaining more industries for the city, on account of its new partnership with the city.
- (e) The line from Hespeler and Puslinch Lake to Guelph was to be in operation by September 1st, 1920.

13. Report of Sir Adam Beck's meeting to the House of Guelph on August 11th, 1919, is in the Guelph File. It will be necessary to produce this report.

14. When the terms of the agreement were known, they were practically unanimously approved by business men and the citizens as a whole, and the two newspapers endorsed them. The point was raised that under the city's agreement for its share of the construction cost of the Toronto to London Hydro radial, the consent of the Hydro Electric Commission would have to be obtained, and after consultation with the City Solicitor, the Hon. Hugh Guthrie, who was also Solicitor-General for Canada, the view was taken that, as the Hydro had always preached the doctrine of giving the people what they want, the Hydro would concur in the wishes of Guelph when they were ascertained by popular vote. campaign, will be material to the City's case.

15. The attitude of the newspapers was also stated. Arrangements were made to submit the by-law to popular vote on August 11th, and everything was going well when, on August 11th, the Hydro interfered, and inaugurated a bitter partisan campaign for the rejection of the by-law.

16. As indicating the nature of the prejudice to be created by Sir Adam Beck, his references to the proceedings in Toronto in connection with the Metropolitan Tracks on Yonge Street may be cited, and the telegram to Mr. Carter and Mr. Chalk, Secretary of the North Toronto Ratepayers Association of August 7th, 1919, #7 Guelph File, might be produced.

13. Other advantages obtained by the city through

the agreement were:

(a) A new and frequent connection with Keesler, Preston, Galt, Hamilton and the country between Hamilton and Port Dover on Lake Erie.

(b) The operation of its own railway by the most efficient railway company in Canada, with the city service improved by 100%.

(c) The safe-guarding of the city's freight interest in the Guelph Junction, because, even if any traffic were diverted from the Guelph Junction for points northwest, including Hamilton and the frontier, the amount to be received for the handling of each car of freight over the city station to the Grand River, would be equal to the amount received for each car handled from Guelph to Guelph Junction.

(d) The G.P.R. was prepared to locate an industrial commissioner in Guelph with a view to obtaining more industries for the city, on account of its new partnership with the city.

(e) The line from Keesler and Preston Lake to Guelph was to be in operation by September 1st, 1920.

14. When the terms of the agreement were known,

they were practically unanimously approved by business men and the citizens as a whole, and the two newspapers endorsed them. The point was raised that under the city's agreement for its share of the construction cost of the Toronto to London Hydro railway, the consent of the Hydro Electric Commission would have to be obtained, and after consultation with the City Solicitor, the Hon. Hugh Garfield, who was also Solicitor-General for Canada, the view was taken that, as the Hydro had always pressed the doctrine of giving the people what they want, the Hydro would consent in the wisest of Guelph when they were ascertained by popular vote.

15. Arrangements were made to submit the by-law to

popular vote on August 11th, and everything was going well when the Hydro intervened, and inaugurated a bitter partisan campaign for the rejection of the by-law.

16. As indicating the nature of the prejudice

to be created by Sir Adam Beck, his references to the proceedings in Toronto in connection with the Metropolitan Trusts on Yonge Street may be cited, and the telegram to Mr. Carter and Mr. Galt, Secretary of the North Toronto Ratepayers Association of August 28th, 1918, by Guelph City, might be produced.

17. The campaign took the form of advertisements in the Newspapers, a public meeting addressed by Sir Adam Beck, the circularizing of electors, and the invasion of the city on voting day by Sir Adam Beck, whose own motor car was used to carry voters to the polls.
18. Sir Adam Beck began his attack at a meeting of municipal representatives at Galt on July 31st, report of which is in the Guelph File, at which Mayor Carter was present. (Please add here the facts and statements made at the Galt meeting and which Mr. Carter has distinct recollection, and which show the character of the onslaught on the Grand River Agreement.)
19. Report of Sir Adam Beck's meeting in the Opera House of Guelph on August is not included in the Guelph File. It will be necessary to have Mr. Carter's recollection of what took place at the meeting, fortified, if possible, by a copy of the notice calling the meeting, in which he was promised equal time with Sir Adam,
20. A few nights after this another meeting was held at the instigation of Mayor Carter, presided over by Mr. Dunbar, at which Sir Adam was given equal time with the Mayor. No newspaper report of this meeting is on the Guelph File but what happened at it, as indicating the nature of the Hydro campaign, will be material to Mr. Carter's evidence.
21. The attitude of the newspapers changed from favour of, to hostility against, the Grand River Agreement, and coincided with the appearance of the advertisements, which Mr. Carter will produce.
22. Sir Adam Beck and Mr. Gaby held a meeting at Guelph, December 4th. This meeting was held on the day before the by-law for handing the radial railway to the Hydro was received by the city. Mayor Carter presided, and could give his recollection of representations made by Sir Adam and Mr. Gaby.
23. Herald Report, Guelph File 19 - 38a- gives Sir Adam as saying Hydro would not prevent any other road from coming into city. How does this compare with refusal of Hydro to at conference with Mr. Popper to permit anything new about running rights of other roads to be put into the agreement? (Produce records of this)

17. The campaign took the form of advertisements in the newspapers, a public meeting addressed by Sir Adam Beck, the circulating of leaflets, and the invasion of the city on voting day by Sir Adam Beck, whose own motor car was used to carry voters to the polls.

18. Sir Adam Beck began his attack at a meeting of municipal representatives at Galt on July 21st, report of which is in the Guelph file, at which Mayor Carter was present. (Please see also the facts and statements made at the Galt meeting and which Mr. Carter has distinct recollection, and which show the character of the onslaught on the Grand River Agreement.)

19. Report of Sir Adam Beck's meeting in the Galt House of Galt on August 1st is not included in the Guelph file. It will be necessary to have Mr. Carter's recollection of what took place at the meeting, fortified, if possible, by a copy of the notice calling the meeting, in which he was promised equal time with Sir Adam.

20. A few nights after this another meeting was held at the invitation of Mayor Carter, presided over by Mr. Dunbar, at which Sir Adam was given equal time with the Mayor. No newspaper report of this meeting is in the Guelph file but what happened at it, as indicating the nature of the Mayo campaign, will be material to Mr. Carter's evidence.

21. The attitude of the newspapers changed from favor of, to hostility against, the Grand River Agreement, and coincided with the appearance of the advertisements, which Mr. Carter will produce.

22. The Guelph Trades Council ostensibly became responsible for part of the campaign, about the payment of the expenses of which there was much local curiosity but no information. The President, Mr. J.W. Lyon, the Secretary, Mr. E.B. Hannigan, and the Treasurer, Mr. Powell Hamilton, of the Hydro Radial Union, are all Guelph men, and the following facts may be stated to indicate the part which the Hydro Union played in the proceedings. (Set forth facts on which the records of the Hydro Radial Union may properly be demanded by the Commission.)

(3) It says nothing about having been approved by the Mayor or the Council, in accordance with the Hydro Commission By-law. The By-law was defeated by votes to

(4) It says nothing about Guelph Radial being operated as a part of the Hamilton, Galt, Guelph and Windsor lines, also the subject of a by-law submitted to the Council at the same time.

24. The By-law having been defeated, Mr. Carter wired Sir Adam Beck, of date the 11th, asking for the Hydro proposition. Negotiations for the agreements with the Hydro to take over the Guelph Radial Railway are outlined in the following. (Produce resolutions of Council, etc., and correspondence that are material.)

25. The Hydro campaign for its own agreement to take over the Guelph Radial began publicly, as its other campaign did, at Galt, where Sir Adam spoke on November 6th. If Mr. Carter was present at this meeting, he may recall any statements that were made at it about the Guelph situation, including the City's Hydro Surplus held by the Hydro Commission.

26. Sir Adam Beck and Mr. Gaby held a meeting at Guelph, December 4th. This meeting was held on the day before the by-law for handing the radial railway to the Hydro was received by the city. Mayor Carter presided, and could give his recollection of representations made by Sir Adam and Mr. Gaby.

27. Herald Report, Guelph File 19 - 35a- gives Sir Adam as saying Hydro would not prevent any other road from coming into city. How does this compare with refusal of Hydro to at conference with Mr. Poper to permit anything about running rights of other roads to be put into the agreement? (Produce records of this)

22. The Gaelic Trades Councils generally become responsible for part of the campaign, about the payment of the expenses of which there was much local anxiety but no information. The President, Mr. J.W. Lyon, the Secretary, Mr. E.S. Hannigan, and the Treasurer, Mr. Powell Hamilton, of the Hydro Radial Union, and all Gaelic men, and the following names may be added to indicate the part which the Hydro Union played in the proceedings. (See North Coast on which the records of the Hydro Radial Union may properly be demanded by the Commission.)

23. The by-law was defeated by votes to

24. The by-law having been defeated, Mr. Garvey with Sir Adam Bock, of date making for the Hydro proposition. Negotiations for the agreement with the Hydro to take over the Gaelic Radial Railway are outlined in the following. (Produce resolutions of Council, 1904, and correspondence that are material.)

25. The Hydro campaign for its own agreement to take over the Gaelic Radial began publicly, as the campaign did, at 11.15, when Sir Adam spoke on November 2nd. It was present at this meeting. He may recall any statement that was made at it about the Gaelic situation, including the City's Hydro Council held by the Hydro Commission.

26. Sir Adam Bock and Mr. Garvey held a meeting at 11.15, December 4th. This meeting was held on the day before the by-law for handing the radial railway to the Hydro was received by the City. Mayor Garvey presided and would give his recollection of representations made by Sir Adam and Mr. Garvey.

27. Herald Report, Gaelic Wile 19 - 1904 - gives Sir Adam as saying Hydro would not prevent any other road from coming into city. How does this compare with refusal of Hydro to at conference with Mr. Bock to permit anything about running rights of other roads to be put into the agreement? (Produce records of said)

28. Copy of the Agreement with Hydro for the Guelph Radial
Radial to be produced, and evidence given on the following:

- (1) The Agreement provides only for the purchase of the Radial by the Hydro. - Mayor Carter, or the negotiations which resulted in the Grand River Agreement.
- (2) It says nothing about the city depositing debentures with the Hydro Commission.
- (3) It says nothing about having been approved by the Lt. Governor in Council, in accordance with the Hydro Electric Railway Act.
- (4) It says nothing about Guelph Radial being operated as a part of the Hamilton, Galt, Guelph and Elmira line, also the subject of a by-law submitted to the electors at the same time. Webster may also state his recollection based up by records, of any official proceedings.
- (5) It says nothing about the Guelph Radial being tied up with either the Toronto and London, voted for in 1916, or the Toronto Suburban. - as to Guelph's participation in the Hamilton, Galt, Guelph and Elmira project. This will include any appearance of Sir Isaac Brock before the Council requesting the signing of any document other than the Agreement.

5. The Mayor may further state whether, with regard to the purchase of the Guelph Radial Railway, it was made clear to the Council, other bodies, and the public, that city debentures for \$250,000 would have to be deposited for radial betterments, what the reaction of the Mayor would be to these debentures, and whether they would be covered by Hyde debentures to be issued for the cost of the Hamilton, Galt, Guelph and Mimico Lines.

26. Copy of the agreement with Hydro for the Guelph Radial to be produced, and evidence given on the following:

(1) The agreement provided only for the purchase of the Radial by the Hydro.

(2) It says nothing about the city depositing securities with the Hydro Commission.

(3) It says nothing about having been approved by the Lieutenant Governor in Council, in accordance with the Hydro Electric Railway Act.

(4) It says nothing about Guelph Radial being operated as a part of the Hamilton, Galt, Guelph and Kitchener lines, also the subject of a by-law submitted to the electors at the same time.

(5) It says nothing about the Guelph Radial being tied up with either the Toronto and London, voted for in 1916, or the Toronto Highway.

MAYOR WESTOBY

6. Mayor Westoby might further say whether his (ELECTED Mayor of Guelph by the Council, January 1920. Chairman of the Railways and Manufacturers Committee of the City Council, 1919, and President of the Guelph Radial Railway Company, owned by the city.)

1. Mayor Westoby may state whether he concurs in the account given by ex-Mayor Carter, of the negotiations which resulted in the Grand River Agreement.

2. May Westoby may also give an account from the records, and from his own recollection of the attitude of the Chamber of Commerce to the Grand River Agreement, and to the Hydro Campaign against it.

3. Mayor Westoby may also state his recollection backed up by records, of any official proceedings of what took place with regard to the soundness of the Hydro Agreement for acquiring the Radial Railway, and its relation to the agreement for Guelph's participation in the Hamilton, Galt, Guelph and Elmira project. This will include any appearance of Sir Adam Beck before the Council requesting the signing of any document other than the Agreement.

4. He may also recount the position taken by the city solicitor with regard to the Hydro deal and particularly as to whether the solicitor said that the agreement was not worth the paper it was written on, and whether, if such an opinion was given, it was related to the fact, since made clear in Premier Drury's letter, that the matter had not been submitted to the Cabinet and an order-in-Council obtained and was, therefore, not in legal form.

5. The Mayor may further state whether, with regard to the purchase of the Guelph Radial Railway, it was made clear to the Council, other bodies, and the public, that city debentures for \$300,000 would have to be deposited for radial betterments, what the reaction of the Hydro would be to these debentures, and whether they would be covered by Hydro debentures to be issued for the cost of the Hamilton, Galt, Guelph and Elmira Lines.

MAJOR WESTBURY

(Witnessed Mayor of Guelph by the Council, January 1930.
Chairman of the Railways and Communications Committee of
the City Council, 1919, and President of the Guelph Radial
Railway Company, owned by the city.)

1. Mayor Westbury may state whether he consents in the
account given by ex-Mayor Carter, of the negotiations which
resulted in the Grand River Agreement.

2. Mayor Westbury may also give an account from the
records, and from his own recollection of the attitude
of the Council of Guelph to the Grand River Agreement, and
to the Hydro Campaign against it.

3. Mayor Westbury may also state his recollection
backed up by records, of any official proceedings of
what took place with regard to the Council of the
Hydro Agreement for acquiring the Radial Railway, and
its relation to the agreement for Guelph's participation
in the Hamilton, Galt, Guelph and Windsor project.
This will include any appearance of Sir Adam Beck before the
Council regarding the signing of any document other than
the Agreement.

4. He may also recount the position taken on by the
city collector with regard to the Hydro deal and particularly
as to whether the collector said that the agreement was not
worth the paper it was written on, and whether, if such an
opinion was given, it was related to the fact, since made
clear in Premier Duff's letter, that the matter had not been
submitted to the Cabinet and an order-in-Council obtained and
was, therefore, not a legal form.

5. The Mayor may further state whether, with re-
gard to the purchase of the Guelph Radial Railway, it was
made clear to the Council, other bodies, and the public,
that city expenditures for \$200,000 would have to be deposited
for radial betterment, what the position of the Hydro would
be to the debentures, and whether they would be covered by
Hydro debentures to be issued for the cost of the Hamilton,
Galt, Guelph and Windsor lines.

6. Mayor Westoby might further say whether his attention has been called to the Hydro-Electric Railway Act, 1920, which validates agreements entered into by municipalities for the acquisition of the Sandwich, Windsor, and Amherstburg and the Toronto Eastern Railway, while no mention is made in the act of the validation of the Hamilton, Galt, Guelph and Elmira agreements or of the Guelph Radial bargain. Does he gather from these omissions, the impression that the omission of the Guelph Radial proposition from the validating act was due to the peculiar methods adopted, and that it was done in the expectation of getting the Lt.-Governor, in Council, to authorize the Guelph Radial Agreement, and then validate everything after the transfer had been accomplished?

and the Guelph Radial Railway Company. These are the opinions of Mr. J. H. Silver and Mr. G. H. McNeill, the two members of the Hydro-Electric Railway Commission.

7. Mayor Westoby may produce the record of any communications with, or from, the Hydro, subsequent to the passing of the By-law, relating to the transfer of the Guelph Radial to the Hydro, July 1st, 1920.

between the Hydro Electric Power Commission and several corporations with reference to what may be called the Hamilton-Guelph Hydro Radial. The latter agreement was the report that was prepared by the Commission for the purpose of the Hydro-Electric Railway Commission.

8. These records should furnish the ground on which the city gave notice to the radial railway employees that their services would not be required by the city after June 30th, whenceforward they would be engaged by the Hydro.

are divided into four sections, as follows:

HAMILTON GALT SECTION:

9. The Mayor may state whether it was an intimation from the Hydro to the effect that the transfer would be made on July 1st, as provided for in the Agreement which caused arrangements to be made for a railwaymen's ball, to take place on the night of June 30th, to celebrate the change in employers, whether the ball took place, and whether next day an alderman presented to a conductor his city pass, and the conductor refused to honour it, saying that the road now belonged to the Hydro, and he must, therefore, have a Hydro pass.

10. Further, the Mayor may give an account from the records of the steps by which the city learned of the situation set forth in Premier Brury's letter of July 17th, original of which should be produced to the Hydro Radial Commission of Inquiry.

See Kitchen's line between the city and the Hydro-Electric Railway Commission. The line between the city and the Hydro-Electric Railway Commission is the line between Waterloo and Woodstock townships in the township of Woodstock.

6. Mayor Westoby might further say whether his attention has been called to the Hydro-Electric Railway Act, 1920, which validates agreements entered into by municipalities for the acquisition of the Hamilton, Windsor, and Amherstburg and the Toronto Western Railway, while no mention is made in the act of the validation of the Hamilton, Galt, Guelph and Kintira agreements or of the Guelph Radial bargain. Does he gather from these omissions, the impression that the omission of the Guelph Radial proposition from the validating act was due to the peculiar method adopted, and that it was done in the expectation of getting the Lt.-Governor, in Council, to authorize the Guelph Radial Agreement, and then validate everything after the transfer had been accomplished?

7. Mayor Westoby may produce the record of any communications with, or from, the Hydro, subsequent to the passing of the By-law, relating to the transfer of the Guelph Radial to the Hydro, July 1st, 1920.

8. These records should furnish the ground on which the city have notice to leave radial railway employees that their services would not be recognized by the city after June 30th, wherefore they would be engaged by the Hydro.

9. The Mayor may state whether it was an inclusion from the Hydro to the effect that the transfer would be made on July 1st, as provided for in the agreement which caused arrangements to be made for a railwayman's ball, to take place on the night of June 30th, to celebrate the change in employers, whether the ball took place, and whether next day an alderman presented to a conductor his city pass, and the conductor returned to him, saying that the road now belonged to the Hydro, and he must, therefore, have a Hydro pass.

10. Further, the Mayor may give an account from the records of the steps by which the city learned of the situation set forth in Premier Duff's letter of July 17th, original of which should be produced to the Hydro Radial Commission of Inquiry.

station.

Guelph July 26, 1920.

FRANKTON GUELPH SECTION:-

His Worship, Mayor Westoby, and through Frankton and Heepeler and follow the line of the Grand River into the centre of the City of Guelph.
Dear Sir:-

Following is part of clause 1 of the agreement, - by which the You have sent me the letter from Premier Drury to you dated July 17th, 1920 and the accompanying memorandum and have asked for a report as to the position of the City of Guelph under the agreement dated December 5, 1919 between the City of Guelph, The Hydro Electric Power Commission of Ontario and the Guelph Radial Railway Company. I have also seen the opinions of Mr. G.H. Kilmer and Mr. C.S. McInnis to the Commission.

referred into clause 1 of the agreement, - by which the You have sent me the letter from Premier Drury to you dated July 17th, 1920 and the accompanying memorandum and have asked for a report as to the position of the City of Guelph under the agreement dated December 5, 1919 between the City of Guelph, The Hydro Electric Power Commission of Ontario and the Guelph Radial Railway Company. I have also seen the opinions of Mr. G.H. Kilmer and Mr. C.S. McInnis to the Commission.

The By-Law of the City of Guelph authorizing the execution of this agreement was assented to by the electors on January 1, 1920 on which date the electors also assented to the by-law to provide for the execution of a certain agreement between the Hydro Electric Power Commission of Ontario and several corporations with reference to what may be called the Hamilton-Guelph Hydro Radial. The latter agreement recites the report that was prepared by the Commission at the request of the corporations. This report was sent to the City Clerk by Mr. Pope on November 18th, 1919.

The routes laid down in schedule "A" to the agreement are divided into four sections, as follows:-

HAMILTON GALT SECTIONS: This agreement follows the form of agreement with the exception of the proviso. This proviso down to the Commencing in Hamilton at a point on the Toronto-Hamilton-Niagara line approximately three-quarters of a mile west of the terminal at James Street, the route extends westerly across Cootes Paradise, along the south side of the marsh and through the Dundas Valley to Copetown; crossing the G.T.R. near Copetown the line continues in a northe-westerly direction to the south end of Galt entering the city along the Grand River.

GALT KITCHENER SECTION: railway to be constructed and operated by the Commission.

Leaving Galt the line follows the general direction of the Grand River and Schneider's Creek into Kitchener.

KITCHENER ELMIRA SECTION: of the Hydro Electric Railway Act, 1916 (amended to May 19th, 1920) subsection 4 quoted above was repealed.

From Kitchener the line extends in practically a straight line through Waterloo to Elmira Crossing the line between Waterloo and Woolwich Townships in the vicinity of Heidelberg by purchase or lease of any steam railway, electric railway or street railway or any part or parts thereof or the obtaining of running rights over the same.

Quebec July 26, 1920.

His Worship,
Mayor Westoby,
Quebec, Ontario.

Dear Sir:-

You have sent me the letter from Premier Bury to you dated July 15th, 1920 and the accompanying memorandum and have asked for a report as to the position of the City of Quebec under the agreement dated December 2, 1913 between the City of Quebec, The Hydro Electric Power Commission of Ontario and the Quebec Railway Company. I have also seen the opinions of Mr. G.H. Kilmer and Mr. C.E. McNamara to the Commission.

The by-law of the City of Quebec authorizing the execution of this agreement was presented to by the Council on January 1, 1920 on which date the Council also assented to the by-law to provide for the execution of a certain agreement between the Hydro Electric Power Commission of Ontario and several corporations with reference to what may be called the Hamilton-Quebec Hydro Radial. The latter agreement recites the report that was prepared by the Commission at the request of the corporations. This report was sent to the City Clerk by Mr. Pope on November 18th, 1919.

The report laid down in schedule "A" to the agreement are divided into four sections, as follows:-

HAMILTON GALT SECTION:

Commencing in Hamilton at a point on the Toronto-Hamilton-Windsor line approximately three-quarters of a mile west of the terminal at James Street, the route extends westerly across Queen's Park, along the south side of the park and through the Huron Valley to Copetown crossing the G.T.R. near Copetown the line continues in a north-westerly direction to the south end of Galt crossing the City River the Grand River.

GALT KILMER SECTION:

Leaving Galt the line follows the general direction of the Grand River and terminates at Kilmer.

KILMER KILMER SECTION:

From Kilmer the line extends in practically a straight line through Waterloo to Kilmer crossing the line between Waterloo and Woodville Township in the vicinity of Woodville.

station.

The Guelph Radial Agreement of December 28th, 1919 was
PRESTON GUELPH SECTION:- Guelph authorizing its execution both

From a junction located on the Galt-Kitchener section
the line would extend through Preston and Hespeler and follow
the general direction of the Speed River into the centre of the
City of Guelph.

Following is part of clause 1 of the agreement, - by
which the Commission agrees:- at the centre of the City of

(a) To construct, equip and operate the railway through
the districts in which the corporations are situate on behalf of
the Corporations.

(b) to construct and operate the Railway over the
routes laid down in Schedule "A".

(c) To make such extensions to the railway described
in Schedule "A" as may appear advantageous and profitable
from time to time.

Provided always that as part of any line of railway to
be constructed and operated by the Commission, the Commission may
purchase, lease, or obtain running rights over any steam railway,
electric railway, or street railway or any part thereof (and
that wherever the words "construction", "constructed", "construct"
or "constructing" occur in this agreement they shall be interpreted
as including "acquisition", "acquired", or "acquiring".)

This agreement throughout follows the form of agreement
given in Schedule "A" by the Hydro Electric Railway Act, 1914,
with the exception of the proviso. This proviso down to the
parts included in brackets (the brackets are mine) was authorized
by S.B. 6 of Section 4 of the Hydro Electric Railway Act, 1914
as enacted by the Hydro Electric Railway Act, 1916 which reads
as follows:

6. This agreement may include in its terms the purchase or leasing or obtaining running rights over any steam railway, electrical railway or street railway or any part thereof, as part of the line of railway to be constructed and operated by the Commission.

The part which I have placed in brackets was apparently inserted in the agreement in the expectation of further legislation as by section 3 of the Hydro Electric Railway Act, 1920 (assented to May 19th, 1920) subsection 6 quoted above was repealed and the following substituted therefor:-

(6) The agreement may include in its terms the acquiring by purchase or lease of any steam railway, electric railway or street railway or any part or parts thereof or the obtaining of running rights over the same.

station.

BRISTOL QUEEN SECTION:-

From a junction located on the East Hampshire section the line would extend through Preston and Haverhill and follow the general direction of the Speed River into the centre of the City of Quebec.

Following is part of clause 1 of the agreement - by which the Commission agrees:-

(a) To construct, equip and operate the railway through the districts in which the corporations are situated on behalf of the corporations.

(b) To construct and operate the railway over the routes laid down in Schedule "A".

(c) To make such extensions to the railway described in Schedule "A" as may appear advantageous and profitable from time to time.

Provided always that as part of any line of railway to be constructed and operated by the Commission, the Commission may purchase, lease, or obtain running rights over any street railway, electric railway, or street railway or any part thereof (and that whatever the word "construction", "constructed", "constructing" or "constructive" occur in this agreement they shall be interpreted as including "acquisition", "acquired", or "acquiring").

This agreement throughout follows the form of agreement given in Schedule "A" by the Hydro Electric Railway Act, 1914, with the exception of the provision that provides down to the parts included in brackets (the brackets and a line) was authorized by S.S. 6 of section 2 of the Hydro Electric Railway Act, 1914 as amended by the Hydro Electric Railway Act 1914 which reads as follows:

4. This agreement may include in its terms the purchase or leasing or obtaining running rights over any street railway, electric railway or street railway or any part thereof as part of the line of railway to be constructed and operated by the Commission.

The part which I have placed in brackets was apparently inserted in the agreement in the expectation of further legislation as by section 2 of the Hydro Electric Railway Act, 1920 (inserted in May 1920) subsection 6 quoted above was repealed and the following substituted therefor:-

(d) The agreement may include in its terms the acquisition by purchase or lease of any street railway, electric railway or street railway or any part or parts thereof or the obtaining of running rights over the same.

The Guelph Radial Agreement of December 5th, 1919 was the by-law of the City of Guelph authorizing its execution both recite that the Guelph Railway was to be acquired by the Commission as part of the proposed Hydro Electric Railway between Galt Guelph and Hamilton and Elmira, Galt and Hamilton.

The Hamilton-Guelph agreement does not specifically mention the Guelph Radial line but it is contended that even if it could not be included in the routes laid down on account of the Preston-Guelph section stopping at "the centre of the City of Guelph" the acquisition of the Guelph line by the Commission is authorized by the paragraphs of clause 1 of the Hamilton-Guelph agreement and the proviso set out above.

In that connection I draw your attention to that part of Clause 3 of the agreement which after providing for the issue of bonds by the Commission continues as follows:-

"Provided that the Commission may, upon obtaining the consent as herein defined of the majority of the corporations, increase the said bond issue by any amount necessary to cover the capital cost of extending the railway, and may also without such consent increase the said bond issue to cover the cost of additional works or equipment of any kind for use on the railway to an extent not exceeding ten (10%) per cent of the bonds issued from time to time."

This proviso speaks for itself. But it is further contended that the sum of \$855,239 given as the total amount of debentures to be issued by the City of Guelph includes a sum of \$300,000 estimated as being necessary to purchase the stock and assets of the Guelph Road and provide for improvements; and it is therefore argued that the commission had power to enter into the Guelph Radial agreement - with the consent of the corporations named as parties to the Hamilton-Guelph agreement if it were necessary to increase the bond issue of \$6,530,659 mentioned therein and without this consent if it were not necessary to increase the issue.

Considering the complex nature of the transaction, the City was advised in December last that it was doubtful if the Commission had any power to enter into the Guelph agreement without receiving special legislation. The law officers of the Government take the view that the Commission had not that power.

In any event the Guelph Radial Agreement is, by Clause 8 made subject to the approval of the Lieutenant Governor for the Province of Ontario in Council. Furthermore, I am informed that the Townships of Puslinch and Guelph and the Town of Hespeler, all named as parties to the Hamilton-Guelph Agreement, did not submit by-laws, to the electors of these municipalities. Subsection 1 of Section 6 of the Hydro Electric Railway Act, 1920 provides that

The Guelph Radial Agreement of December 27th, 1912 was the by-law of the City of Guelph authorizing its execution both to the Guelph Railway and to be acquired by the Commission as part of the proposed Guelph Electric Railway between Guelph and Hamilton and Kitchener.

The Hamilton-Guelph Agreement does not specifically mention the Guelph Radial line but it is contained therein and is not included in the report laid down on account of the Guelph-Guelph section stopping at "the centre of the City of Guelph" the acquisition of the Guelph line by the Commission is authorized by the provisions of clause 1 of the Hamilton-Guelph Agreement and the provisions set out above.

In that connection I draw your attention to that part of clause 5 of the Agreement which after providing for the issue of bonds by the Commission contains as follows:-

"Provided that the Commission may, upon obtaining the consent as herein defined of the majority of the Corporation, issue the said bond issue by any amount necessary to cover the capital cost of extending the railway, and may also without such consent issue the said bond issue to cover the cost of additional works or equipment of any kind for use on the railway to an extent not exceeding ten (10%) per cent of the bonds issued from time to time."

This provision speaks for itself, but it is further extended that the sum of \$250,000 given as the total amount of debentures to be issued by the City of Guelph includes a sum of \$200,000 estimated as being necessary to purchase the stock and assets of the Guelph Road and provide for improvement; and it is therefore agreed that the Commission has power to enter into the Guelph Radial Agreement - with the consent of the Corporation named as parties to the Hamilton-Guelph Agreement it is not necessary to increase the bond issue of \$2,500,000 mentioned above and without this consent it is not necessary to increase the issue.

Considering the complex nature of the transaction, the City was advised in December 1912 that it was a condition of the Commission that any power to enter into the Guelph Agreement should be a special resolution. The law officers of the Government took the view that the Commission had not that power.

In any event the Guelph Radial Agreement is, by clause 5 made subject to the approval of the Lieutenant Governor for the Province of Ontario in Council. Furthermore, I am informed that the Townships of Hamilton and Guelph and the Town of Kitchener all named as parties to the Hamilton-Guelph Agreement, did not submit by-laws, as the effectors of these municipalities. Subsequent to Section 5 of the Guelph Electric Railway Act, 1912 provides that

notwithstanding that such an agreement "has not been approved of by the electors of one or more of the municipal corporations named as parties thereto or has not been executed by any such municipal corporation the Commission may construct, complete, equip, maintain and operate any section of the railway and may issue the bonds of the Commission for the construction or equipment of such section."

Subsection 4 provides as follows:

4. The Commission shall not proceed with the construction or equipment of any such section until -

(a) The Lieutenant-Governor in Council has authorized the construction, equipment, and operation of such section; and

(b) The Council of every municipality in or through which such section of any portion thereof is to be constructed has executed the agreement for the construction of the Railway; or if the corporation or any municipality in or through which such section of any portion thereof is to be constructed has not approved and executed such agreement the councils of the remaining municipalities have by resolution as provided by subsection 1 of section 9 of the Hydro Electric Railway Act, 1919, expressed the desire to proceed with the undertaking and have deposited with the Commission additional debentures on the amount required, to replace the debentures which would have been deposited by the Municipal corporation of municipal corporations failing to execute the agreement."

So that even if the Commission has the power to enter into the agreement, this subsection and clause 8 of the agreement must be complied with before it may take over the Guelph Radial Railway Company.

Apparently from Premier Drury's letter to you the Lieutenant-Governor in Council has refused to approve of the agreement and the City may, therefore, in my opinion, treat the agreement as at an end. If it does not do so and notify the Commission to that effect it might be that it would be stopped from denying that the agreement (if legal) was still in force and that further time should be allowed to obtain the approval of the Lieutenant-Governor in Council even though the road was to be taken over as of July 1st, 1920.

You will notice that section 6 of the Hydro-Electric Railway Act, 1920 speaks of a "section". The routes set down in Schedule "A" to the Hamilton-Guelph Agreement, are divided into sections, the last of which is the Preston-Guelph section. If the Guelph Radial line is to be treated as part of the Preston-Guelph section, by clause "b" of subsection 4 of section 6 of the 1920 Act quoted above, it is necessary that the council of every municipality in or through which such section or an y

nowly the understanding that such an agreement "has not been approved by the directors of one or more of the municipal corporations named as parties thereto or has not been executed by any such municipal corporation the Commission may consent, complete, equal, maintain and operate any section of the railway and may issue the bonds of the Commission for the construction or equipment of such section."

Association & provided as follows:

4. The Commission shall not proceed with the construction or equipment of any such section until -

(a) The Lieutenant-Governor in Council has authorized the construction, equipment, and operation of such section; and

(b) The Council of every municipality in or through which such section of any portion thereof is to be constructed has executed the agreement for the construction of the railway; or if the corporation or any municipality in or through which such section of any portion thereof is to be constructed has not approved and executed such agreement the Council of the remaining municipalities have by resolution as provided by clause 1 of section 2 of the Hydro-Electric Railway Act, 1912, expressed the desire to proceed with the undertaking and have deposited with the Commission additional debentures on the amount required, to replace the debentures which would have been deposited by the municipal corporation or municipal corporations failing to execute the agreement."

It must even if the Commission has the power to enter into the agreement. This subsection and clause 2 of the agreement must be complied with before it may take over the Guelph Radial Railway Company.

Apparently from Premier Duggan's letter to you the Lieutenant-Governor in Council has refused to approve of the agreement and the City may, therefore, in my opinion, execute the agreement as at an end. It is not to be so and will be the Commission to that effect it might be that it would be stopped from anything that the agreement (if any) was still in force and that further time should be allowed to obtain the approval of the Lieutenant-Governor in Council even though the road was to be taken over as of July 1st, 1920.

You will notice that section 2 of the Hydro-Electric Railway Act, 1912 speaks of a "section". The routes set down in Schedule "A" to the Hamilton-Guelph Agreement, are divided into sections, the last of which is the Weston-Guelph section. It is the Guelph Radial line to be treated as part of the Weston-Guelph section, by clause 2 of subsection 4 of section 2 of the 1912 Act quoted above, it is necessary that the Council of every municipality in or through which such section or any

-#5x-

part thereof, is to be constructed, should execute the Hamilton-Guelph agreement or that the remaining municipalities by the necessary resolution express the desire to proceed with the undertaking and deposit with the Commission additional debentures. On the other hand if the Guelph Radial line is to be considered a separate "section" the City of Guelph would be obliged to deposit its debentures with the Commission and have the road operated without the benefits that might have been expected to accrue from the local line in connection with the railway from Hamilton.

Under section 8 of the Hydro Electric Railway Act, 1919 the City may not enter into any agreement for the transfer of the Guelph Radial line without the written consent of the Hydro Electric Power Commission.

Yours truly,

THE CORPORATION OF THE CITY OF GUELPH
herein as (SOD) the P. Kerwin.

WHEREAS the Guelph Company owns and operates a certain line of railway of about eight and three-quarter miles in the City of Guelph and in the Township of Guelph;

AND WHEREAS the Grand Company has agreed to extend its line of railway from the Town of Hespeler to the said City of Guelph to connect with the system of the Guelph Company;

AND WHEREAS the Guelph Company and the Grand Company have entered into an agreement for the operation of the Guelph Radial Railway by the Grand Company for a period of twenty five years and a renewal thereof for a

part thereof, is to be constructed, should execute the Hamilton-
Guelph agreement or that the remaining municipalities by the
necessary resolution express the desire to proceed with the under-
taking and deposit with the Commission additional deposits. On
the other hand if the Guelph Hamilton line is to be considered a
separate "section" the City of Guelph would be obliged to deposit
its deposit with the Commission and have the road operated
without the benefits that might have been expected to accrue
from the local line in connection with the railway from
Hamilton.

Under section 8 of the Hydro Electric Railway Act,
1915 the City may not enter into any agreement for the transfer
of the Guelph Hamilton line without the written consent of the
Hydro Electric Power Commission.

The Commission is of the opinion that it is not
advisable to enter into any agreement for the transfer
of the Guelph Hamilton line without the written consent of the
Hydro Electric Power Commission. The Commission is of the opinion
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is of the opinion that it is not advisable to enter into any
agreement for the transfer of the Guelph Hamilton line without
the written consent of the Hydro Electric Power Commission.

THIS AGREEMENT MADE THE Eleventh day of July,

A. D. 1919.

further term of twenty five years upon the terms and
B E T W E E N

conditions hereinafter were particularly set out:

THE GRAND RIVER RAILWAY COMPANY, herein
called the GRAND COMPANY,

AND WHEREAS the City is the owner of the capital
of the First Part:

Stock of the Guelph Company and has agreed to become a

THE GUELPH RADIAL RAILWAY COMPANY, herein
party to this agreement called the GUELPH COMPANY to the extent

and upon the conditions hereinafter of the Second Part:

a n d

THEREFORE, this AGREEMENT WITNESSETH, that in
THE CORPORATION OF THE CITY OF GUELPH
consideration of therein called the CITY and stipulations

hereinafter contained by the aforesaid Third Part: be one
with the other and by and with the City, as hereinafter

WHEREAS the Guelph Company owns and operates a
certain line of railway of about eight and three-quarter
miles in the City of Guelph and in the Township of Guelph:

five years from the first day of September, 1919, under

AND WHEREAS the Grand Company has agreed to ex-
tend its line of railway from the Town of Hespeler to the
railway system and undertaking upon the terms and condi-
said City of Guelph to connect with the system of the
ions hereinafter set out and during the whole of such period
Guelph Company:

of twenty-five years shall conduct such management and oper-
ation as AND WHEREAS the Guelph Company and the Grand

Company have entered into an agreement for the operation
of the Guelph Radial Railway by the Grand Company for a term
period of twenty five years and a renewal thereof for a time
be proportionately greater than the Grand Company.

THIS AGREEMENT MADE THE ELEVENTH DAY OF JULY,

A. D. 1912.

IN WITNESS

THE GRAND RIVER RAILWAY COMPANY, herein
called the GRAND COMPANY,

of the first part;

THE GUELPH RADIAL RAILWAY COMPANY, herein
called the GUELPH COMPANY

of the second part;

and

THE CORPORATION OF THE CITY OF GUELPH
herein called the CITY

of the third part;

WHEREAS the Guelph Company owns and operates a
certain line of railway of about eight and three-quarter
miles in the City of Guelph and in the Township of Guelph;

AND WHEREAS the Grand Company has agreed to ex-
tend its line of railway from the Town of Hespeler to the
said City of Guelph to connect with the system of the
Guelph Company;

AND WHEREAS the Guelph Company and the Grand
Company have entered into an agreement for the operation
of the Guelph Radial Railway by the Grand Company for a
period of twenty five years and a renewal thereof for a

- 2 -

further term of twenty five years upon the terms and conditions hereinafter more particularly set out;

AND WHEREAS the City is the owner of the capital stock of the Guelph Company and has agreed to become a party to this agreement for the purpose and to the extent and upon the conditions hereinafter set out:

THEREFORE, this AGREEMENT WITNESSETH, that in consideration of the premises, agreements and stipulations hereinafter contained by the aforesaid Companies the one with the other and by and with the City, as hereinafter more particularly set out, the parties do hereby agree as follows:-

- 1- The Grand Company shall for a period of twenty-five years from the First day of September, 1919, undertake the management and operation of the Guelph Company's railway system and undertaking upon the terms and conditions hereinafter set out and during the whole of such period of twenty-five years shall conduct such management and operation to the full extent of its powers with due diligence in all respects and in the same way as its own railway system. (Provided/that the cost of management as apart from the cost of operation of the Guelph Company shall at no time be proportionately greater than the Grand Company.

Further down at twenty five years after the date and
consolidated thereafter more substantially and well.

The matter of the line in the center of the crystal
track of the crystal however had not appeared in between a
party to this agreement for the purpose and in the future
and upon the consolidation hereinafter it was done.

Therefore, this agreement is hereby made, that in
consolidation of the business, experience and relationship
hereinafter contained in the agreement hereinafter and the
with the other end of the line, an understanding
more particularly set out, the parties do hereby agree as
follows:-

- 1- The above agreement shall be a part of twenty-
five years from the date and of September, 1913, under-
and the agreement and operation of the design company's
railway system and understanding upon the terms and con-
ditions hereinafter set out and during the whole of such period
of twenty-five years shall extend over the business and oper-
ation of the said system in the present and the future
in all respects and in the same way as the said railway
system, provided that the said of management as agent from
the date of operation of the design company shall at no time
be prohibited from doing the same thing.

- 3 -

City. The said extension and spur shall be a single

2- The Grand Company further agrees, as soon as reasonably possible after the execution of this agreement and after the passage of a by-law by the City as hereinafter mentioned, to make necessary repairs to the extent of not more than Sixteen thousand five hundred dollars (\$16,500) to the roadbed and overhead plant and equipment other than rolling stock upon all lines of the Guelph Radial System in order that such lines may be put in working order, and the costs of such repairs to the extent aforesaid shall be borne and paid by the Grand Company; any additional amount required to be taken from time to time from the gross earnings resulting from the operation of the Guelph Radial System.

3- The Grand Company shall and will build and construct a line of railway from its present terminal point in the town of Hespeler to connection with the Guelph Radial System at a point to be selected by the Grand Company subject to the approval of the City of Guelph; and will build and construct a spur or branch line from some convenient point upon the extension between Hespeler and Guelph to a point upon Puslinch Lake at or near the Hotel property now owned at the said Lake by

2- The Grand Company further agrees, as soon as reasonably possible after the execution of this agreement and after the passage of a by-law by the City as hereinafter mentioned, to make necessary repairs to the extent of not more than fifteen thousand five hundred dollars (\$15,500) to the roadbed and overhead plant and equipment other than rolling stock upon all lines of the Guelph Radial System in order that such lines may be put in working order, and the costs of such repairs to the extent aforesaid shall be borne and paid by the Grand Company; any additional amount required to be taken from time to time from the gross earnings resulting from the operation of the Guelph Radial System.

2- The Grand Company shall and will build and construct a line of railway from its present terminal point in the town of Hespeler to connection with the Guelph Radial System at a point to be selected by the Grand Company subject to the approval of the City of Guelph; and will build and construct a spur or branch line from some convenient point upon the extension between Hespeler and Guelph to a point upon Puslinch Lake as or near the Hotel property now owned at the said lake by

- 4 -

the City. The said extension and spur shall be a single (or double) track railway of standard construction to be operated by electricity; The Grand Company shall construct the said extension and spur at its own expense and purchase the lands required for right of way, except as hereinafter mentioned, and provide all necessary turnouts, switches and other facilities, together with all necessary plant and equipment. The work upon the said extension and spur shall be commenced as soon as reasonably possible after legislative and other authority has been obtained for the construction of the same (provided that necessary legislation has also been obtained by both parties enabling them to carry out this agreement) and the same shall be completed and put in operation not later than twelve months after commencement as aforesaid. The City shall provide from lands owned by it such lands as may be necessary for right of way to and terminal facilities at Puslinch Lake free of expense to the Grand Company and shall convey the same in fee simple to the Grand Company without further consideration upon the completion of the said extension from Hespeler to Guelph and the spur to Puslinch Lake. If for any cause the Grand Company shall discontinue and abandon the operation of its spur line to Puslinch Lake and remove such net profits shall be ascertained after providing for

The said extension and spur shall be a single track railway of standard construction to be operated by electricity. The Grand Company shall construct the said extension and spur at its own expense and purchase the lands required for right of way, except as hereinafter mentioned, and provide all necessary turnouts, switches and other facilities, together with all necessary plant and equipment. The work upon the said extension and spur shall be commenced as soon as reasonably possible after legislative and other authority has been obtained for the construction of the same (provided that necessary legislation has also been obtained by both parties enabling them to carry out this agreement) and the same shall be completed and put in operation not later than twelve months after commencement as aforesaid. The City shall provide from lands owned by it such lands as may be necessary for right of way to and terminal facilities at Franklin Lake free of expense to the Grand Company and shall convey the same in fee simple to the Grand Company without further consideration upon the completion of the said extension from Hespeyer to Guelph and the spur to Franklin Lake. If for any cause the Grand Company shall discontinue and abandon the operation of its spur line to Franklin Lake and remove

its rails and other property the land previously occupied the necessary and proper costs of operation and for and conveyed by the City to the Grand Company shall be costs of maintenance, repairs (including repairs under reconveyance by the Grand Company to the City. Section 2 hereof) fixed charges, interest and sinking

4- The Grand Company further agrees to maintain and operate all the said lines of the Guelph Company in good working order at all times hereafter until the full completion of the term of twenty five years and any extension or renewal of said term. Throughout the operation of the said railway the Grand Company shall provide and maintain what is known as a ten-minute headway upon the lines of the Guelph Company existing at the date of this agreement and which shall only commence as soon as the necessary changes are made under Section 18 hereof to make reasonably possible such headway and shall use and employ in such service only modern thoroughly equipped cars and appliances for the comfort and convenience of the travelling public.

5- Should a deficit occur at any time as the result of the operation by the Grand Company of the Guelph Radial System the amount thereof arising during any period of one year from the date when the Grand Company commenced to operate the Guelph Radial System shall be borne by the Grand Company and of the Guelph Company and the net profits resulting from such operation shall be divided equally between the Grand Company and the Guelph Company. Such net profits shall be ascertained after providing for tax and shall pay the amount thereof to the Grand Company

for rails and other property the land previously occupied and conveyed by the City to the Grand Company shall be reconveyed by the Grand Company to the City.

4- The Grand Company further agrees to maintain and operate all the said lines of the Welsh Company in good working order at all times hereafter until the full completion of the term of twenty five years and any extension or renewal of said term. Throughout the operation of the said railway the Grand Company shall provide and maintain what is known as a ten-minute headway upon the lines of the Welsh Company existing at the date of this agreement and which shall only commence as soon as the necessary changes are made under Section 18 hereof to make reasonably possible such headway and shall use and employ in such service only modern thoroughly equipped cars and appliances for the comfort and convenience of the travelling public.

5- The operation of the said Railway system by the Grand Company shall be upon joint account for the benefit of the Grand Company and of the Welsh Company and the net profits resulting from such operation shall be divided equally between the Grand Company and the Welsh Company. Such net profits shall be ascertained after providing for

within twelve months after the rendering to the City of an itemized statement of such deficit signed by the the necessary and proper costs of operation and for costs of maintenance, repairs (including repairs under Section 2 hereof) fixed charges, interest and sinking fund on debentures heretofore issued by the City to the extent of One hundred and sixty-nine thousand dollars (169,000) and interest and sinking fund on debentures which may hereafter be issued by the City for the purposes of the Guelph Company and such other amounts as may be required from time to time to cover depreciation or of the Guelph Company. All such rolling stock, plant and material which may be unserviceable for the purposes of the from profits shall be allowed for any expenditure up to operation of the railway will be disposed of by the Grand Sixteen thousand five hundred dollars (\$16,500) to be Company to the best advantage and subject to the approval made by the Grand Company in placing the system of the of the City, and the proceeds of such distribution shall Guelph Company in working order as provided by paragraph be credited to the Guelph Company in its accounts with the Two of this Agreement.

6- Should a deficit occur at any time as the result of the operation by the Grand Company of the Guelph Radial System the amount thereof arising during any period of one year from the date when the Grand Company commenced to operate the Guelph Radial System shall be borne by the Guelph Company and the Guelph Company and the City shall be liable jointly and severally to the Grand Company therefor and shall pay the amount thereof to the Grand Company

continuance of this agreement for the purchase of an

the necessary and proper costs of operation and for costs of maintenance, repair (including repairs under Section 2 hereof) fixed charges, interest and sinking fund on debentures heretofore issued by the City to the extent of one hundred and sixty-nine thousand dollars (\$169,000) and interest and sinking fund on debentures which may hereafter be issued by the City for the purposes of the Graph Company and such other amounts as may be required from time to time to cover depreciation or to provide additional working capital. The no reduction from profits shall be allowed for any expenditure up to sixteen thousand five hundred dollars (\$16,500) to be made by the Grand Company in placing the system of the Graph Company in working order as provided by paragraph two of this agreement.

8- Should a deficit occur at any time as the result of the operation by the Grand Company of the Graph Radial System the amount thereof arising during any period of one year from the date when the Grand Company commenced to operate the Graph Radial System shall be borne by the Graph Company and the City shall be liable jointly and severally to the Grand Company therefor and shall pay the amount thereof to the Grand Company

within twelve months after the rendering to the City
of an itemized statement of such deficit signed by the
General Manager or other authorized officer of the Guelph
Company.

of the Guelph Company.

7 - All rolling stock, plant and material now on
hand and used by the Guelph Company in connection with
its railway system which can be used to advantage by the
Grand Company in the operation of such system will be so
used, in which event any such plant or material will be
charged to operation at the prices now shown in the books
of the Guelph Company. All such rolling stock, plant and
material which may be unserviceable for the purposes of the
operation of the railway will be disposed of by the Grand
Company to the best advantage and subject to the approval
of the City, and the proceeds of such distribution shall
be credited to the Guelph Company in its accounts with the
Grand Company, subject to the provisions of the next
succeeding paragraph hereof.

8- The proceeds of any sale of such rolling stock,
plant or material shall be expended by the Grand Company
in the purchase of ten (or such other number as may be
required to give effect to a ten-minute headway within
the City limits as aforesaid) new one-man single truck
four-wheel cars of a lighter build and any additional
sum which may be required from time to time during the
continuance of this agreement for the purchase of as
Company at present existing shall be at the rate of five cents

within twelve months after the rendering to the City
of an itemized statement of such deficits signed by the
General Manager or other authorized officer of the Omaha
Company.

All rolling stock, plant and material now on
hand and used by the Omaha Company in connection with
its railway system which can be used to advantage by the
Grand Company in the operation of such system will be so
used, in which event any such plant or material will be
charged to operation at the prices now shown in the books
of the Omaha Company. All such rolling stock, plant and
material which may be unserviceable for the purpose of the
operation of the railway will be disposed of by the Grand
Company to the best advantage and subject to the approval
of the City, and the proceeds of such disposition shall
be credited to the Omaha Company in its accounts with the
Grand Company, subject to the provisions of the next
enclosed paragraph.

The proceeds of any sale of such rolling stock,
plant or material shall be expended by the Grand Company
in the purchase of tax (or such other number as may be
required to give effect to a ten-minute headway within
the City limits as aforesaid) new one-man single track
four-wheel cars of a lighter build and any additional
cars which may be required from time to time during the
continuance of this agreement.

many cars as may be required to provide such ten-minute headway shall be paid by the Guelph Company, and such ten or more cars shall form part of the rolling stock of the Guelph Company.

9- Any additional rolling stock which may hereafter become necessary for the operation as above provided of the Guelph Radial System shall be purchased from time to time upon the recommendation of the General Manager of the Grand Company subject to the approval of the Council of the City. If such approval be withheld by the Council of the City it shall be referred to the Ontario Railway and Municipal Board to determine whether the additional rolling stock recommended as aforesaid is necessary for the proper operation of the Guelph Radial System as aforesaid, and the decision of the said Board as to the amount of additional rolling stock, if any, required shall be final. Such rolling stock approved by the Council, or as determined by the said Board, shall be purchased and paid for out of the Guelph Company's share of the net earnings, or, if necessary, the City shall issue debentures and provide the amount required for the purchase of such rolling stock from the sale of such debentures. The interest and sinking fund on which shall be defrayed in the same way as in the case of other debentures under the terms of this agreement.

10- The fare to be charged upon the lines of the Guelph Company at present existing shall be at the rate of five cents

many cars as may be required to provide each ten-minute
headway shall be paid by the Guelph Company, and each
ten or more cars shall form part of the rolling stock
of the Guelph Company.

9- Any additional rolling stock which may here-

after become necessary for the operation as above provided
of the Guelph Radial System shall be purchased from time

to time upon the recommendation of the General Manager

of the Grand Company subject to the approval of the Council

of the City. If such approval be withheld by the Council

of the City it shall be referred to the Ontario Railway and

Municipal Board to determine whether the additional rolling

stock recommended as aforesaid is necessary for the proper

operation of the Guelph Radial System as aforesaid, and the

decision of the said Board as to the amount of additional

rolling stock, if any, required shall be final. When rolling

stock approved by the Council, or as determined by the said

Board, shall be purchased and paid for out of the Guelph

Company's share of the net earnings, or, if necessary, the

City shall issue debentures and provide the amount required for

the purchase of such rolling stock from the sale of such debentures

The interest and sinking fund on which shall be debented in

the same way as in the case of other debentures under the

terms of this agreement.

10- The fare to be charged upon the lines of the Guelph

Company at present existing shall be at the rate of five cents

in a subsequent year if such deficit shall not have been for each single cash fare; six tickets for twenty-five cents during the hours of 6 a.m. to 8. a.m. and 5 p.m. to 7 p.m., and ten tickets for twenty-five cents for children under ten years of age and school children going to and from school upon the presentation of a certificate from the Principal or a school teacher, and these rates shall be maintained during the whole period covered by this agreement, subject only to increase as may be hereinafter agreed upon by all the parties hereto or authorized by the Provincial legislature, the Ontario Railway Municipal Board, or such other public body as shall hereafter exercise the powers of said Board.

11- Yearly accounting shall be made by the Grand Company to the City of all receipts and disbursements in connection with the operation of the Guelph Radial lines and the City shall have the right to inspect, audit and verify all accounts in connection with the operation of the said lines by a duly appointed auditor in a similar manner as to such audit as is now provided for under a certain lease between the Guelph Junction Railway Company and the Canadian Pacific Railway Company; provided always, that such accounting shall be subject to the provisions of Clause 6 hereof; and the Grand Company shall have the right to set off pro tanto any deficit occurring in a previous year or years against the Guelph Company's share of the net profits

for each single seat fare; six tickets for twenty-five cents during the hours of 8 a.m. to 8 p.m. and 5 p.m. to 7 p.m., and ten tickets for twenty-five cents for children under ten years of age and school children going to and from school upon the presentation of a certificate from the principal or a school teacher, and these rates shall be maintained during the whole period covered by this agreement, subject only to increase as may be hereinafter agreed upon by all the parties hereto or authorized by the Provincial Legislature, the Ontario Railway Municipal Board, or such other public body as shall hereafter exercise the powers of said Board.

11- Yearly accounting shall be made by the Grand Company to the City of all receipts and disbursements in connection with the operation of the Grand Radial lines and the City shall have the right to inspect, audit and verify all accounts in connection with the operation of the said lines by a duly appointed auditor in a similar manner as to such audit as is now provided for under a certain lease between the Grand Junction Railway Company and the Canadian Pacific Railway Company; provided always, that such accounting shall be subject to the provisions of Clause 6 hereto; and the Grand Company shall have the right to set off pro tanto any deficits occurring in a previous year or years against the Grand Company's share of the net profits

in a subsequent year if such deficit shall not have been sooner paid by the City.

12- All or any freight coming to or going from the City of Guelph over the Guelph Radial Lines shall be moved or transported between the hours of 9 p.m. and 7 a.m., or such other hours as may be decided by agreement between the parties hereto. In the event of any extension of the Guelph Radial System or the Grand River Railway being made Northerly from the City of Guelph, freight traffic to or from any point on such extension shall be permitted during the same hours over the lines of the Guelph Company through the City of Guelph. It is understood that in respect not only of freight traffic switched over the lines of the Guelph Company to or from any interchange track of any other railway in or near the City of Guelph, but also all freight traffic transported over such lines under the provisions of this paragraph, the Guelph Company shall be credited with its switching and freight charges on the basis now in effect or such other basis as may from time to time be duly authorized or ordered.

13 - The Grand Company shall not assume or be liable or responsible for any damage or deterioration already caused or which may be caused during the said term of twenty-five years or renewal thereof to gas or water mains in the City of Guelph, or for any interference with the operation of telegraph or telephone lines which may have been or shall hereafter be caused by electrolysis or electrical disturbances in connection

In a subsequent year it was decided that it will not have been
previously paid by the City.

12- All or any freight coming to or going from the
City of Memphis over the Memphis Radial Lines shall be moved
or transported between the hours of 8 p.m. and 7 a.m. or
such other hours as may be decided by agreement between the
parties hereto. In the event of any extension of the Memphis
Radial System or the Grand River Railway being made Northwardly
from the City of Memphis, freight traffic to or from any point
on such extension shall be permitted during the same hours
over the lines of the Memphis Company through the City of
Memphis. It is understood that in respect not only of
freight traffic switched over the lines of the Memphis Company
to or from any interchange track of any other railway in or
near the City of Memphis, but also all freight traffic trans-
ported over such lines under the provisions of this paragraph,
the Memphis Company shall be credited with its switching and
freight charges on the basis now in effect or such other basis
as may from time to time be duly authorized or ordered.

13 - The Grand Company shall not assume or be liable or
responsible for any damage or deterioration already caused or
which may be caused during the said term of twenty-five years
or renewal thereof to gas or water mains in the City of Memphis,
or for any interference with the operation of telephone or
telephone lines which may have been or shall hereafter be
caused by electric lights or electrical disturbances in connection

electric power required to operate the railway and to with or resulting from the installation, maintenance or prevent the possibility of electrolytic damage to water operation of the Guelph Radial System of railways. pipes and gas mains, the Grand Company shall have the right

14 - The City shall be responsible for the safety of bridges, viaducts and sewers already constructed which may at any time during the said term of twenty-five years and renewal thereof be liable to be injured by the maintenance or operation of the Guelph Radial System by the Grand Company and shall make good any damage thereto caused by such operation or maintenance, or at its option the necessary repairs may be made by the Grand Company, subject to the approval of the City

Engineer, at the expense of the City and be charged against 15 - All rolling stock belonging to, leased or operated the Guelph Company and deducted from the share of the net by the Grand Company shall upon reaching the lines of the Guelph profits payable to it. All sewers, gas and water mains Company be deemed to be rolling stock operated by the Guelph or work under the surface of the streets which are undertaken Company, and the receipts arising from such operation within in the future by the City shall be so constructed as not to City limits shall be deemed to be part of the gross earnings interfere with the safe and efficient operation of the Guelph of the Guelph Company and be accounted for by the Grand Company Radial System and in such way as not to render any of the in the yearly accounts to be rendered by it to the City, and said works liable to injury from such operation.

17 - Any contracts between the City and the Hydro-Electric 15 - The Grand Company shall have the right from time to time during the said term of twenty-five years and renewal the Guelph Radial System shall be maintained by the City in thereof to erect poles in or along the streets of the City of full force and effect during the term of this agreement or any Guelph where it shall find the same to be necessary for the renewal thereof and the consent of the Hydro-Electric Power purposes of operation of the Guelph Radial System, subject to Commission shall be obtained by the City of Guelph to the the approval as to location by the City Engineer, which approval operation by the Grand Company of the Guelph Radial System shall not be unreasonably withheld. If the Grand Company shall under the provisions of this agreement. The amount charged find it necessary for the more efficient and economic use of the of the said Commission to the City for the power required to

with or resulting from the installation, maintenance or operation of the Guelph Radial System of railways.

14 - The City shall be responsible for the safety of bridges, viaducts and sewers already constructed which may at any time during the said term of twenty-five years and renewal thereof be liable to be injured by the maintenance or operation of the Guelph Radial System by the Grand Company and shall make good any damage thereto caused by such operation or maintenance, or at its option the necessary repairs may be made by the Grand Company, subject to the approval of the City Engineer, at the expense of the City and be charged against the Guelph Company and deducted from the share of the net profits payable to it. All sewers, gas and water mains or work under the surface of the streets which are undertaken in the future by the City shall be so constructed as not to interfere with the safe and efficient operation of the Guelph Radial System and in such way as not to render any of the said works liable to injury from such operation.

15 - The Grand Company shall have the right from time to time during the said term of twenty-five years and renewal thereof to erect poles in or along the streets of the City of Guelph where it shall find the same to be necessary for the purpose of operation of the Guelph Radial System, subject to the approval as so located by the City Engineer, which approval shall not be unreasonably withheld. If the Grand Company shall find it necessary for the more efficient and economic use of the

- 12 -

- 13 -

electric power required to operate the railway and to operate the Guelph Radial System under this agreement prevent the possibility of electrolytic damage to water pipes and gas mains, the Grand Company shall have the right to provide and install feeder and return cables in or about the streets of the city, subject to the approval of the City Engineer which shall not be unreasonably withheld; and the whole cost thereof shall be provided by the sale of debentures to be issued by the City, the interest and sinking fund thereon to be dealt with in the same way as other debentures under this agreement, and the said feeders and cables shall thereafter form part of the Guelph Radial System.

16 - All rolling stock belonging to, leased or operated by the Grand Company shall upon reaching the lines of the Guelph Company be deemed to be rolling stock operated by the Guelph Company, and the receipts arising from such operation within City limits shall be deemed to be part of the gross earnings of the Guelph Company and be accounted for by the Grand Company in the yearly accounts to be rendered by it to the City.

17 - Any contracts between the City and the Hydro-Electric Power Commission for the supply of power for the operation of the Guelph Radial System shall be maintained by the City in full force and effect during the term of this agreement or any renewal thereof and the consent of the Hydro-Electric Power Commission shall be obtained by the City of Guelph to the operation by the Grand Company of the Guelph Radial System under the provisions of this agreement. The amount charged by the said Commission to the City for the power required to

electric power required to operate the railway and to prevent the possibility of electrolytic damage to water pipes and gas mains, the Grand Company shall have the right to provide and install feeder and return cables in or about the streets of the city, subject to the approval of the City Engineer which shall not be unreasonably withheld; and the whole cost thereof shall be provided by the sale of debentures to be issued by the City, the interest and sinking fund thereon to be dealt with in the same way as other debentures under this agreement, and the said feeder and cables shall thereafter form part of the Omaha Radial System.

16 - All rolling stock belonging to, leased or operated by the Grand Company shall upon reaching the lines of the Omaha Company be deemed to be rolling stock operated by the Omaha Company, and the receipts arising from such operation within City limits shall be deemed to be part of the gross earnings of the Omaha Company and be accounted for by the Grand Company in the yearly accounts to be rendered by it to the City.

17 - Any contracts between the City and the Hydro-Electric Power Commission for the supply of power for the operation of the Omaha Radial System shall be maintained by the City in full force and effect during the term of this agreement or any renewal thereof and the consent of the Hydro-Electric Power Commission shall be obtained by the City of Omaha to the operation by the Grand Company of the Omaha Radial System under the provisions of this agreement. The amount charged by the said Commission to the City for the power required to

- 13 -

operate the Guelph Radial System under this agreement shall be part of the expenses incidental to the operation by the Grand Company under this agreement.

18 - During the term of this agreement the parties hereto will cooperate in every way possible for the advantageous working of the Guelph Radial System in the City of Guelph and shall agree upon such extensions, spurs and industrial sidings, connections or other arrangements as may be deemed advisable by the parties for the better and more efficient and profitable operation of the said system, and the capital required therefor shall be provided for the City from the sale of debentures to be dealt with as is provided with regard to other debentures referred to in this agreement.

19 - The exclusive right and privilege conferred upon the Guelph Company by Section 1, Chapter 98 of the Ontario Statutes, 1895, of using and working surface street railways in and upon the streets of the city is hereby extended so that acting by the Grand Company as herein provided and subject to the provisions hereof the said Company shall enjoy the said exclusive right and privilege for and during the period of this agreement and renewal thereof, and the Grand Company shall during the whole period of this agreement and renewal thereof have the exclusive right to operate the said Guelph Radial System subject to the provisions of this agreement.

operate the Guelph Radial System under this agreement shall be part of the expenses incidental to the operation by the Grand Company under this agreement.

18 - During the term of this agreement the parties

hereto will cooperate in every way possible for the

advancement working of the Guelph Radial System in the

City of Guelph and shall agree upon such extensions, repairs

and industrial sidings, connections or other arrangements

as may be deemed advisable by the parties for the better

and more efficient and profitable operation of the said

system, and the capital required therefor shall be provided for

the City from the sale of debentures to be dealt with as in

provided with regard to other debentures referred to in this

agreement.

19 - The exclusive right and privilege conferred upon the

Guelph Company by Section 1, Chapter 98 of the Ontario Statutes,

1897, of using and working surface street railways in and upon

the streets of the city is hereby extended so that acting

by the Grand Company as herein provided and subject to the

provisions hereof the said Company shall enjoy the said

exclusive right and privilege for and during the period of

this agreement and renewal thereof, and the Grand Company shall

during the whole period of this agreement and renewal thereof

have the exclusive right to operate the said Guelph Radial

System subject to the provisions of this agreement.

by effluxion of time, or otherwise, accounts between the

20 - Should the Grand Company at any time during the period of twenty-five years hereinbefore mentioned for any cause neglect, fail or cease to operate the System of the

Guelph Company under the terms of this agreement for the

21 - All the terms and provisions of this agreement period of one month unless prevented by strikes, accidents shall inure to the benefit of and bind the successors and or other causes beyond the control of the Grand Company, assigns of the said Railway Companies and of the City. then the Guelph Company or the City shall be entitled to

retake possession of the said car lines, rolling stock, plant and equipment, and the Guelph COMPANY MAY AT ITS OPTION declare this agreement to be at an end and forfeited.

21 - The terms of the above agreement shall not be binding on the several parties hereto until a by-law has been submitted to and passed by the qualified electors of the City of Guelph ratifying and approving the terms of the above agreement, and until all necessary legislation and other authority enabling the several parties hereto to enter into and carry out this agreement has been obtained.

22 - At the expiration of the period of twenty-five years as herein provided this agreement shall be renewed at the option of the Grand Company for the further period of twenty-five years on the same terms and conditions unless at least one year prior to the expiration of said period the City or the Guelph Company shall serve written notice upon the Grand Company that this agreement is not to be so renewed.

23 - Notwithstanding the termination of this agreement

20 - Should the Grand Company at any time during the period of twenty-five years hereinafter mentioned for any cause neglect, fail or cease to operate the system of the Grand Company under the terms of this agreement for the period of one month unless prevented by strikes, accidents or other causes beyond the control of the Grand Company, then the Grand Company or the City shall be entitled to retake possession of the said water lines, rolling stock, plant and equipment, and the Grand Company may at its option declare this agreement to be at an end and forfeited.

21 - The terms of the above agreement shall not be binding on the several parties hereto until a by-law has been submitted to and passed by the qualified electors of the City of Grand Rapids and approving the terms of the above agreement, and until all necessary legislation and other authority enabling the several parties hereto to enter into and carry out this agreement has been obtained.

22 - At the expiration of the period of twenty-five years herein provided this agreement shall be renewed at the option of the Grand Company for the further period of twenty-five years on the same terms and conditions unless at least one year prior to the expiration of said period the City or the Grand Company shall serve written notice upon the Grand Company that this agreement is not to be renewed.

November 1st, 1918.

By effluxion of time, or otherwise, accounts between the parties shall nevertheless be adjusted thereafter in accordance with the terms and conditions of this agreement to the date of such termination.

24 - All the terms and provisions of this agreement shall inure to the benefit of and bind the successors and assigns of the said Railway Companies and of the City.

IN WITNESS WHEREOF THE PARTIES HERETO have caused their Corporate Seals to be affixed attested by the hands of their proper officers.

About the year 1885, it is remembered, the road was purchased by the City of Omaha paying \$50,000 for outstanding stock and assuming an outstanding bonded indebtedness of \$48,000. It being estimated at this time that the investment in the road would be approximately \$100,000. This investment has been increased by extension and betterments from time to time to a total at present of approximately \$200,000, of which approximately \$100,000 has been paid off during the period of operation.

Previous to the War, the following was an approximate operating statement:-

Miles run	225,000
Passengers carried	1,125,000
Gross earnings	\$25,000
Operating expenses	\$25,000
Net revenue	\$0

by effluxion of time, or otherwise, accounts between the parties shall nevertheless be adjusted thereafter in accordance with the terms and conditions of this agreement to the date of such termination.

24 - All the terms and provisions of this agreement shall lapse to the benefit of and bind the successors and assigns of the said Railway Companies and of the City.

IN WITNESS WHEREOF THE PARTIES HERETO have caused their Corporate Seals to be affixed attested by the hands of their proper officers.

November 1st, 1919.

Sirs:-

re: GUELPH RADIAL RAILWAY

In compliance with a request of the Municipality of Guelph contained in its resolution of September 2nd, 1919, and pursuant to your instructions, I have the honor to report that we have made an investigation covering the valuation of the property, its present condition, probable revenue and operating expenses under various proposed schemes of operation.

The early construction of the road is not of great importance except insofar as it relates to the taking over of the same by the Municipality, and its operation under the control of the latter.

About the year 1895, it is understood, the road was purchased by the City of Guelph paying \$30,000. for outstanding stock and assuming an outstanding bonded indebtedness of \$48,000. it being estimated at this time that the investment in the road would be approximately \$100,000. This investment has been increased by extension and betterments from time to time to a total at present of approximately \$200,000. of which certain amounts have been paid off during the period of operation.

Previous to the War, the following was an approximate operating statement:-

Car miles run	235,000
Passengers carried	1,100,000
Gross earnings	\$48,000.
Operating expenses	34,000.
Net revenue	\$14,000.

on the remaining portion of the system is in fairly good condition

November 1st, 1919.

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GUELPH RAILWAY

In compliance with a request of the Municipality of Guelph contained in its resolution of September 2nd, 1919, and pursuant to your instructions, I have the honor to report that we have made an investigation covering the valuation of the property, its present condition, probable revenue and operating expenses under various proposed schemes of operation.

The early construction of the road is not of great importance except insofar as it relates to the taking over of the same by the Municipality, and its operation under the control of the latter.

About the year 1895, it is understood, the road was

leased by the City of Guelph paying \$30,000. for outstanding stock and assuming an outstanding bonded indebtedness of \$48,000.

It being estimated at this time that the investment in the road

would be approximately \$100,000. This investment has been increased by extension and betterments from time to time to a total at present of approximately \$200,000. of which certain amounts have been paid

off during the period of operation.

Previous to the War, the following was an approximate

operating statement:-

Net revenue	\$14,000.
Operating expenses	\$48,000.
Gross earnings	\$48,000.
Passengers carried	1,100,000
Car miles run	235,000

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all 60¢ (with the exception of on the paved streets Waterloo

Depreciation charges	\$8,000.	
Capital charges	<u>11,000.</u>	<u>\$19,000.</u>
Net Annual loss		\$ 5,000.

excepting where 80¢ steel, in laid, are in bad condition and

require replacing. With respect to the condition of the property

we may comment as follows:-

ROADBED: Roadbed generally is in poor condition. On the paved

Street ties have been laid in concrete, which is now pulverized in many places, especially under the joints, causing a large

percentage of low joints. In the macadamized portions or roadway

the surface drainage is bad, and the filling has gradually worn

out between the rails. Surface water has gradually rotted the ties in bad condition and is also too close to G.P.R. Should be and allowed the joints to drop. The original eight ton cars are replaced.

now replaced by cars weighing approximately twenty-four tons, and

it is evident that the substructure did not contemplate the use of very bad condition throughout the entire system, causing considerable the present heavy equipment.

leakage of power.

BALLAST: The ballasted portion of the line is in fair condition though the ballast is thin and needs renewing.

TIES The ties generally are bad. The greater part were put

in the roadbed twenty-five years ago. Along Wyndham and Suffolk one side of the street and reset a pole opposite. If this Streets ties were relaid in 1908. On the Ontario Agricultural proposition were carried out, the present poles would be sufficient.

College line 1,700 feet of track was relaid this Spring, with new ties. Fifty percent of the ties require renewing on the entire renewed are in bad condition. The O.A.C. Loop and for a distance system.

of 2500 feet on the York Road line, new trolley wire has been placed STEEL The steel generally is in fair condition. From Sta. 72 00 this year, on remaining portion of line suspension is also very to Sta. 92 57 on the Ontario Agricultural College loop there is 44# slack and requires tightening.

steel also from Sta. 60 52 to 79 30 on the Elora Road. The Street on the remaining portion of the System is in fairly good condition

Depreciation charges	\$3,000.
Capital charges	11,000.
	<u>\$14,000.</u>
Net Annual Loss	\$8,000.

With respect to the condition of the property

we may comment as follows:-

ROADBED:

Roadbed generally is in poor condition. On the paved street ties have been laid in concrete, which is now pulverised in many places, especially under the joints, causing a large percentage of low joints. In the macadamized portions or roadway the surface drainage is bad, and the filling has gradually worn out between the rails. Surface water has gradually rotted the ties and allowed the joints to drop. The original eight ton cars are now replaced by cars weighing approximately twenty-four tons, and it is evident that the substructure did not contemplate the use of the present heavy equipment.

BELLAST:

The ballasted portion of the line is in fair condition though the ballast is thin and needs renewing.

TIES

The ties generally are bad. The greater part were put in the roadbed twenty-five years ago. Along Wyndham and Buffalo Streets ties were relaid in 1908. On the Ontario Agricultural College line 1,700 feet of track was relaid this Spring, with new ties. Fifty percent of the ties require renewing on the entire system.

STEEL

The steel generally is in fair condition. From Sta. 73 00 to Sta. 92 50 on the Ontario Agricultural College loop there is 444 steel also from Sta. 60 55 to 73 50 on the Elora Road. The Street

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all 60# (with the exception of on the paved streets Waterloo Ave. Road as far as Edinburgh Street and on O.A.C. line as far as bridge over Speed River) which is 80#. All track fastenings, excepting where 80# steel, in laid, are in bad condition and require replacing.

SWITCHES Switches are in fair state of repair requiring latter adjustment only.

DIAMONDS: Diamond at intersection of G.T.R. and Radial on Elora Road is in bad condition and requires renewing. All remaining diamonds are fair but require adjusting.

DERAILS: Derail at intersection of C.P.R. and Radial on Elora Road in bad condition and is also too close to C.P.R. Should be replaced.

BONDING: Bonding is of the #00 Cooper Channel type, and is in very bad condition throughout the entire system, causing considerable leakage of power.

POLES: Poles are of cedar 25' long 8" diameter at top and in fair condition. It should not be necessary to provide any new poles as it is possible to use the lighting poles of the Hydro for one side of the street and reset a pole opposite. If this advantage had been fully considered, the present poles would be sufficient.

TROLLEY WIRES: Are of #00 Copper and excepting where recently renewed are in bad condition. The O.A.C. Loop and for a distance of 2500 feet on the York Road line, new trolley wire has been placed this year, on remaining portion of lines suspension is also very slack and requires tightening.

all 60% (with the exception of on the paved streets Waterloo Ave. Road as far as Edinburgh Street and on O.A.C. line as far as bridge over Speed River) which is 60%. All track fastenings excepting where 80% steel is laid, are in bad condition and require replacing.

SWITCHES

Switches are in fair state of repair requiring

adjustment only.

DIAMONDS

Diamond at intersection of G.T.R. and Radial on Elora

Road is in bad condition and requires renewing. All remaining

diamonds are fair but require adjusting.

DETAILS

Detail at intersection of G.P.R. and Radial on Elora

Road in bad condition and is also too close to G.P.R. should be

replaced.

BONDING

Bonding is of the 400 Cooper Channel type, and is in

very bad condition throughout the entire system, causing considerable

leakage of power.

POLES

Poles are of cedar 25' long 8" diameter at top and in

fair condition. It should not be necessary to provide any new

poles as it is possible to use the lighting poles of the Hydro for

one side of the street and reset a pole opposite. If this

proposition were carried out, the present poles would be sufficient.

TROLLEY WIRES: Are of 400 Cooper and excepting where recently

renewed are in bad condition. The O.A.C. Loop and for a distance

of 2500 feet on the York Road line, new trolley wire has been placed

this year, on remaining portion of lines suspension is also very

slack and requires tightening.

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TROLLEY FEEDERS: These tap in on the Waterloo Avenue Line at Sta. 33 00 and feeder runs from here to end of Suffolk Street Line on Edinburgh Road with return on water main. The O.A.C. Line is tapped at intersection of Gordon and Waterloo Streets and again at corner of Water and Gordon Streets. From this latter point feeder ~~is~~ passes along College line and taps in again at Sta. 56 00 near turnout at entrance to College Grounds York Road line is tapped by feeder at intersection of Huskisson and Waterloo Streets. Spur from corner of Carden and Wyndham Streets to C.P.R. east of G.T.R. Station has a feeder tapping in at Junction with C.P.R. Suffolk Street. This feed wire leads along north on to Woolwich Street and taps Elora Road line between Kerr and Tiffany Streets. It is evident from examination of the property that insufficient feeders have been provided.

BUILDINGS: Present shelters on line are in a good state of repair, and at present do not require any attention. There should be a shelter erected at entrance to park on Elora Road Line, as at present there is no provision made for the protection from weather at this point. Car shops are in good shape, but it would be to advantage to have barn floors concreted. Material on hand for repairs is practically nil. The bridge foundation at Speed River on Agricultural College line requires repointing, the steel repainting, and an entire new deck.

Attached to this report will be found a statement showing the estimated cost of putting the line in fair operating condition only.

showing the estimated cost of putting the line in fair operating condition only.

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on Agricultural College line requires repainting, the steel

repairs is practically nil. The bridge foundation at Speed River

advantage it have been floors converted. Material on hand for

at this point. Car shops are in good shape, but it would be to

present there is no provision made for the protection from weather

be a shelter erected at entrance to park on Elora Road line, as at

repair, and at present do not require any attention. There should

BUILDINGS: Present buildings on line are in a good state of

insufficient feeders have been provided.

Streets. It is evident from examination of the property that

Woolwich Street and taps Elora Road line between Kerr and Tilly

O.P.R. Burdock Street. This feed wire leads along north on to

east of O.T.R. Station has a feeder tapping in at Junction with

Streets. Spur from corner of Garden and Wyndham Streets to O.P.R.

line is tapped by feeder at intersection of Hurkison and Waterloo

Sta. 56 00 near turnout at entrance to College Grounds York Road

point feeder crosses along College line and taps in again at

and again at corner of Water and Gordon Streets. From this latter

Line is tapped at intersection of Gordon and Waterloo Streets

Line on Edinburgh Road with return on water main. The O.A.C.

Sta. 53 00 and feeder runs from here to end of Burdock Street

TRAILING FEEDERS: These tap in on the Waterloo Avenue line at

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3. We have considered the possibility of extending the York Road line across the Eramosa River at the end of Victoria Road district would suggest the following alternative in the route and to connect with the Toronto Suburban Railway, eliminating operation track layout.

over the Toronto Suburban to this point, which will combine the

1. Construct a new line out Eramosa Road towards the Hospital. Speedwell Hospital and York Road traffic on one line, thus
2. Remove tracks from Suffolk and replace by new lines on relieving one car for further use.

Cork or Paisley and also on London Road.

In view of the uncertain length of time that the Speedwell Hospital will remain in operation we cannot recommend the construction of this line without further investigation.

3. Extend the York line across the Eramosa River at Victoria Road to unite there with the Toronto Suburban.

Based on the assumption that the Railway continues operation as at present, giving an average twenty-four minute service for respect to the above alterations:

sixteen and a half hours per day, or forty-one round trips, we

1. With reference to the line running out Eramosa Road, in estimate the annual revenue will be approximately from \$40,000. view of the physical conditions which would require the construction to \$65,000, of which \$5,000, will be secured from freight and of a track over a steep grade leading down to a crossing of the Speed miscellaneous service.

River, and a grade crossing of the C.P.R. The construction would necessarily be very expensive and out of all proportion to the in up-to-date cars a considerable increase of revenue may safely revenue which might be expected to be derived from the line.

be expected. This is clearly shown from a study of the attached

2. With reference to a line out Cork Street, this appears statement of operation of similar systems on the Province impracticable in view of its physical conditions and grades. The

One method of giving increased service would be to install present Suffolk Street line secures all the traffic possible from passing tracks on all five of the routes at points half way between this district. New tracks on Paisley and London Road might be St. George's Square and the present terminal. A ten minute service more convenient, but would naturally involve considerable increase could be given with ten cars, but to allow for spare equipment in operating costs, and therefore cannot be recommended.

and the Speedwell car, it would be necessary to purchase a total of ten cars, the car was safety type of car should be used.

be used, and these would cost, less sale value of existing equip-

ment approximately \$97,000.

An inspection of the services to residents of the district would suggest the following alterations in the route and track layout.

1. Construct a new line out Hramosa Road towards the Hospital
2. Remove tracks from Gork and replace by new lines on Gork or Paisley and also on London Road.
3. Extend the York line across the Hramosa River at Victoria Road to unite there with the Toronto Suburban.

I have the honor to make the following comments with respect to the above alterations:

1. With reference to the line running out Hramosa Road, in view of the physical conditions which would require the construction of a track over a steep grade leading down to a crossing of the River, and a grade crossing of the G.P.R. The construction would necessarily be very expensive and out of all proportion to the revenue which might be expected to be derived from the line.
2. With reference to a line out Gork Street, this appears impracticable in view of its physical conditions and grades. The present Gork Street line secures all the traffic possible from this district. New tracks on Paisley and London Road might be more convenient, but would naturally involve considerable increase in operating costs, and therefore cannot be recommended.

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3. We have considered the possibility of extending the York Road line across the Eramosa River at the end of Victoria Road to connect with the Toronto Suburban Railway, eliminating operation over the Toronto Suburban to this point, which will combine the Speedwell Hospital and York Road traffic on one line, thus relieving one car for further use.

In view of the uncertain length of time that the Speedwell Hospital will remain in operation we cannot recommend the construction of this line without further investigation.

Based on the assumption that the Railway continues operation as at present, giving an average twenty-four minute service for sixteen and a half-hours per day, or forty-one round trips, we estimate the annual revenue will be approximately from \$60,000. to \$65,000. of which \$5,000. will be secured from freight and miscellaneous service.

In the event of a more frequent service being established in up-to-date cars a considerable increase of revenue may safely be expected. This is clearly shown from a study of the attached statement of operation of similar systems in the Province.

One method of giving increases service would be to install passing tracks on all five of the routes at points half way between St. George's Square and the present termini. A ten minute headway could be given with ten cars, but to allow for spare equipment and the Speedwell car, it would be necessary to purchase a total of thirteen cars, the one man safety type of car should of course be used, and these would cost, less sale value of existing equipment approximately \$97,000.

3. We have considered the possibility of extending the York

Road line across the Niagara River at the end of Victoria Road to connect with the Toronto Suburban Railway, eliminating operation over the Toronto Suburban to this point, which will combine the Speedwell Hospital and York Road traffic on one line, thus

relieving one car for further use.

In view of the uncertain length of time that the Speedwell

Hospital will remain in operation we cannot recommend the con-

struction of this line without further investigation.

Based on the assumption that the Railway continues operation

as at present, giving an average twenty-four minute service for sixteen and a half-hours per day, or forty-one round trips, we

estimate the annual revenue will be approximately from \$60,000.

to \$65,000, of which \$5,000 will be secured from freight and

miscellaneous service.

In the event of a more frequent service being established

in up-to-date cars a considerable increase of revenue may safely be expected. This is clearly shown from a study of the attached

statement of operation of similar systems in the Province.

One method of giving increased service would be to install

passing tracks on all five of the routes at points half way between St. George's Square and the present termini. A ten minute headway

would be given with ten cars, but to allow for spare equipment

and the Speedwell car, it would be necessary to purchase a total

of thirteen cars, the one man safety type of car should of course

be used, and these would cost, less sale value of existing equip-

The cost of putting the existing tracks and overhead construction in operating condition has been estimated at \$50,000. and to this sum would have to be added an amount to take care of similar charges for the next three or four years, and also the cost of the new passing tracks. We estimate a total of \$100,000. for such items, making it necessary to raise \$197,000. to place the system in a position to give a ten (10) minute headway.

The operating expenses of the road under such layout are estimated at \$67,825. The existing capital charges are \$11,040. annually, and using 7% (which is probably low) to cover interest and Sinking Fund charges on the new capital, requires \$13,790. Additional, bringing total annual charges to \$24,830. Depreciation might be estimated at \$9,000. which would bring the gross annual operating, capital and depreciation charges to \$101,655. The revenue from all sources under such operation might safely be estimated at \$85,000. annually, but of course would require a year or two to develop. The net result of these estimates is to indicate an annual loss from operation of some \$17,000.

Another scheme of giving ten minute service at reduced cost would be to cut off normal operation on the end of the Elora, Waterloo and York routes, and instead of running both Suffolk and Elora cars back and forth to the Square, to transfer at the Junction Point. Four cars on the Suffolk, Elora and York routes passing at the corner of Suffolk and Woolwich, and also near the corner of Queen and Ontario Streets, would be sufficient with two cars on the College line, one on the Waterloo line and one on the Speedwell route.

The cost of putting the existing tracks and over-
head construction in operating condition has been estimated at
\$50,000, and to this sum would have to be added an amount to take
care of similar charges for the next three or four years, and also
the cost of the new passing tracks. We estimate a total of
\$100,000 for these items, making it necessary to raise \$100,000
to place the system in a position to give a ten (10) minute headway
between trains. The operating expenses of the road under such layout
are estimated at \$67,835. The existing capital charges are \$11,040
annually, and raising 7% (which is probably low) to cover interest
and sinking fund charges on the new capital, requires \$15,790.
Additional, bringing total annual charges to \$24,830. Depreciation
might be estimated at \$2,000, which would bring the gross annual
operating, capital and depreciation charges to \$101,655. The
revenue from all sources under such operation might safely be
estimated at \$85,000, annually, but of course would require a year
or two to develop. The net result of these estimates is to
indicate an annual loss from operation of some \$17,000.
Another scheme of giving ten minute service at reduced
cost would be to cut off normal operation on the end of the Niora,
Waterloo and York routes, and instead of running both Niora and
Niora cars back and forth to the Square, to transfer at the
Junction Point. Four cars on the Niora, Niora and York routes
passing at the corner of Niora and Woolwich, and also near the
corner of Green and Ontario Streets, would be sufficient with two
cars on the College line, one on the Waterloo line and one on the
Speedwell route.

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The capital cost of providing ten new one-man cars and making necessary repairs to track and overhead construction along with the cost of a passing track on Ontario Street would be approximately \$150,000, which at 7% would amount to increased capital charges of \$10,500. annually. The operating expenses would of course be reduced from the previous scheme as about one mile of track would not be used for normal operation, and also because of the fact that duplicate car mileage on Upper Wyndham Street would be omitted. We estimate these charges at \$56,400. and adding the existing and new capital charges of \$21,540. and also making an allowance of \$8,500. for depreciation would give total annual operating charges of \$86,440.

It would hardly be equitable to estimate on the same revenue and we think it would be placed at \$80,000. so that the net effect would be to give an annual loss of some \$6,000.

If a fifteen minute service were supplied it would be best to cut off normal operation on the ends of the Elora College and York Routes, so that a car could make the round trip between the Square and any terminus in fifteen minutes. The capital cost of providing seven new cars and repairing the tracks and overhead is estimated at \$123,000. which at 7% requires \$9,610. additional annual charges.

The operating expenses of such a scheme are estimated at \$49,450. which, with total capital charges at \$19,650. and depreciation at \$8,000. gives total annual charges and expenses of \$77,100. The revenue is estimated at \$70,000. so that the

The capital cost of providing ten new one-man cars and making necessary repairs to track and overhead construction along with the cost of a passing track on Ontario Street would be approximately \$130,000, which at 7% would amount to increased capital charges of \$10,500 annually. The operating expenses would of course be reduced from the previous scheme as about one mile of track would not be used for normal operation, and also because of the fact that duplicate car mileage on Upper Wisconsin Street would be omitted. We estimate these charges at \$56,400, and adding the existing and new capital charges of \$21,510, and also making an allowance of \$8,500 for depreciation would give total annual operating charges of \$86,410. It would hardly be equitable to estimate on the same revenue and we think it would be placed at \$30,000, so that the net effect would be to give an annual loss of some \$56,000. If a fifteen minute service were applied it would be better and off normal operation on the ends of the River College and York Houses, so that a car could make the round trip between the Square and any terminus in fifteen minutes. The capital cost of providing seven new cars and repairing the track and overhead is estimated at \$123,000, which at 7% requires \$9,610 additional annual charges. The operating expenses of such a scheme are estimated at \$29,450, which with total capital charges at \$19,650, and depreciation at \$8,000, gives total annual charges and expenses of \$57,100. The revenue is estimated at \$70,000, so that the

net effect would be to indicate a loss of some \$7,000. annually.

The following points should be given consideration when coming to a decision as to the future operation of the line:

1. It would be advisable to retain the present locomotive and also one or more of the passenger cars as the latter could be used for excursion and other similar business.

2. The operation of the Speedwell Hospital car on the Toronto Suburban tracks should be carefully protected by a positive block signal which, of course, need not involve any considerable expense.

3. "Wyes" cannot be recommended for one man cars because of the danger of accidents when backing up, and loops at the ends of the line cannot be recommended on account of the cost.

4. The feeder layout and matter of power supply should receive careful attention, the line loss at present with the power plant at one corner of the City is naturally very high and a study should be made to see if it would not be more economical to locate the generators nearer the centre of the City. It would be a considerable advantage if the various lines would be supplied through separate breakers and possibly a new car barn near the centre of the City might result in better operation at a lower cost by centralizing equipment and control.

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Page #10

In addition to the above there are many other minor matters that would require attention, such as the system of checking passengers and fares, operation of late cars, etc. but these are matters that the manager would have to work out after assuming control, and are, therefore, not discussed in this report.

After a careful study of conditions existing in Guelph we are of the opinion that the Guelph Radial Railway will involve a net annual loss of from \$6,000. to \$17,000. per annum, so long as it is operated as a system by itself. We estimate, however, that a considerable saving could be made if the line were operated as a part of the proposed Hydro-Electric Railway between Hamilton, Kitchener and Guelph. In addition to such savings the interurban line should be able to credit the Guelph Radial Railway with sufficient sum annually for use of Guelph tracks to allow the Guelph Radial Railway to meet all its capital and operating charges, and we desire your authority to submit the information herein contained to the Council of the City of Guelph, for their consideration.

I have the honour to be,

Sirs,

Your obedient servant,

CHIEF ENGINEER

To:

Colonel Sir Adam Beck, K.B. Chairman,
and the Commission.

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OPERATING STATISTICS OF VARIOUS STREET

RAILWAYS IN ONTARIO.

	<u>1912</u>	<u>1914</u>	<u>1915</u>	<u>1916</u>	<u>1917</u>	<u>1918</u>
<u>GUELPH</u>						
Population	15,330	16,799	16,755	16,022	16,308	16,974
Passengers	820,836	1,192,129	1,142,699	1,090,017	1,097,503	1,125,552
Rides per capita	54.0	71.1	68.5	68.3	67.3	66.45
Passenger revenue	31,903.	45,835.	44,675.	41,922.	42,866.	44,600.
Car miles	272,000.	240,000.	238,930	235,977	228,000	220,350
Service	24"	24"	24"	24"	24"	24"
<u>PETERBORO</u>						
Population	19,300	20,655	20,426	19,816	20,598	20,904
Passengers	664,763	1,050,499	1,108,568	1,240,680	1,550,610	1,575,652
Rides Per capita	44.7	51.0	54.2	62.7	75.3	75.4
Passenger revenue	38,551.	47,009.	49,232.	56,221.	67,716.	74,864.
Car miles	256,182.	280,092	429,093	437,896	437,896	433,782
Service	15"	15"	10"	10"	10"	10"
<u>ST. THOMAS</u>						
Population					17,216	
Car miles					578,130	
Rides per capita					69.	
Passengers carried					1,189,190	
<u>KINGSTON</u>						
Population					23,023	
Car miles					199,680	
Rides per capita					46.1	
Passengers carried					1,055,982	

TOTAL ESTIMATES COST OF NECESSARY REPAIRS TO
PUT LINES IN FAIR RUNNING ORDER ONLY - GUELPH RADIAL RLY.

QUANTITIES

Item	Waterloo Road	Agricultural College	York Road	Elora Road	Suffolk Street	Wyndham Street	Total	Unit	Price	Amount
Earth		308					308	C. Yds	.50	154.00
Hardpan	183	309	1,000	1,000	745		3237	"	1.50	4,855.50
Splices	.36	1.84	.47	1.65	.49	.29	5.05	"	105.00	528.15
Bolts	.06	.31	.08	.28	.08	.04	.85	tons	170.60	144.50
Spikes	.14	1.39	.36	1.26	.38	.15	3.68	"	120.00	441.60
Steel		36.77		33.52			70.27	"	55.00	3,864.85
Ties	260	1,053	405	945	428	325	3412	"	1.25	4,265.00
Resetting poles	52		60	45	41		198	Each	3.00	594.00
Replacing Overhead								"	3.00	708.00
Pstgs.	52	16	60	45	41	22	236	"	3.00	708.00
#00 Trolley Wire	1.03	.69	1.17	1.05	1.05	.57	6.01	Span.	533.00	3,203.33
Bonding	.77	.65	1.0	1.5	1.05	.57	5.54	Mile	275.00	1,523.50
Ballasting	457	980	1,297	1,042	372		4048	"	1.00	4,048.00
Resetting Overhead-								C. Yds.	8.00	320.00
Single		25		15			40	"	8.00	320.00
Turnouts						1	1	Each	200.00	200.00
Diamond				1			1	"	2000.00	2,000.00
Tracklaying		.39		.35			.74	"	750.00	555.00
Lifting old track		.39		.35			.74	Miles	100.00	74.00
Excav. Brick)										
Excav. Concrete)										
Paving Brick)										
Paving Concrete)										
C O M B I N E D										
										21,352.00
										48,831.43
										1,542.00
										47,289.43
										364.47
										49,653.90

CREDIT STEEL 44#

51.4 tons at \$30.00

Engineering and contingencies 5%

N.B. The above provides for replacement of 44# steel by 60# on east and south side of loop at end of Agricultural College Line and from intersection of C.P.R. and Elora Road line to end of Elora Road line.

[illegible]

GUELPH RADIAL RAILWAY
JUNCTION OF SUFFOLK LINE TO ELORA ROAD
AND CEMETERY

NATURE	DISTANCE From TO	Description	CONDITION, ETC.	REMARKS
Roadbed	0 x 00 33 x 00	Paved and laid in 6" concrete	In poor condition-concrete pulverized under joints	
Length, etc.	33 x 00 66 x 52	Madadam road	In fair condition	
	60 x 52 79 x 31	Mud road gravel ballast	In poor condition	
Ballast - kind and condition	0 x 00 33 x 00	6" Concrete below ties	Poor condition	
	33 x 00 60 x 52	Madadam Road	Fair condition	
	60 x 52 79 x 31	Gravel ballast	Poor condition	
Ties - condition and spacing	0 x 00 33 x 00	Cedar	In poor condition	
	33 x 00 60 x 52	Cedar	Badly rotted	Need replating
	60 x 52 79 x 31	Cedar		
Steel - weight Track fastenings	0 x 00 60 x 52	60# A.S.C.E.	In fair condition	
	60 x 52 79 x 30	44#	In fair condition	
	0 x 00 79 x 30	4 Bolt fish plates	In bad condition	
Switches, No. Location condition, etc. Diamond	39 x 90	90 degree diamond	In bad condition	Derails too close to diamond
	60 x 52	Diamond with two derails	In poor condition	
Bonding kind and condition	0 x 00 79 x 30	#00 Copper channel	In Bad condition	
Poles, condition and kind	0 x 60 60 x 52	(110 Poles) on double suspended 25' Cedar poles 8"	In fair condition and can be reset.	
	60 x 52 79 x 30	(15 Poles) on single suspension with pole bracket	In poor condition	
Trolley Wire, size and condition	0 x 00 79 x 30	#00 Copper	Old and badly worn	

GUELPH RADIAL RAILWAY

JUNCTION AT WYNDHAM STREET TO C.P.R. CONNECTION
NEAR RIVER

NATURE	DISTANCE From To	DESCRIPTION	CONDITION, ETC.	REMARKS
Roadbed	0 x 00 10 x 85	Macadam Paving	In good condition	N.B. This line needs very little repair
Length, etc.	10 x 85 15 x 85	Ballasted	In fair condition	
Ballast, kind and condition	0 x 00 10 x 85	Macadam	In good condition	
	10 x 85 15 x 85	Gravel Ballast	In fair condition	
Ties, condition and spacing	0 x 00 15 x 85	Cedar	In good condition	
Steel, weight	0 x 00 15 x 85	60 " A.S.C.R.	In Good condition	
Track fastenings	0 x 00 15 x 85	4 Bolt Fish plates	In fair condition	
Switches, No. Location, condition, etc.	15 x 85	80# Frog and switch	In good condition	
Bonding-Ring and con- dition	0 x 00 15 x 85	#00 Copper channel	In poor condition	
Poles - condition and kind	0 x 00 15 x 85	24 Poles on double suspension 25'	In fair condition- can be reset	
Trolley Wire, size and condition	0 x 00 15 x 85	#00 Copper	In fair condition	

Condition		0 x 00 12 x 80 400 Cobber	In fair condition
Trolley wire, size and			
Kind			See p. 1000
Poles - condition and		6 x 00 12 x 80 24 poles on couple approximately 25.	In fair condition
Alignment			
Hanging-rod and con-		0 x 00 12 x 80 Rod Cobber overhead	In good condition
Condition, etc.			
Walters, No. location, 12 x 80 600 400 and walters			In good condition
Track insulators		0 x 00 12 x 80 4 bolts high plates	In fair condition
Steel weights		0 x 00 12 x 80 80 " A.V.G.R."	In good condition
Greasing			
Wire, condition and		0 x 00 12 x 80 000	In good condition
Condition		10 x 00 12 x 80 000 walters	In fair condition
Walters, kind and		0 x 00 10 x 80 000 walters	In good condition
Trolley, etc.		10 x 00 12 x 80 walters	In fair condition
Hauled		0 x 00 10 x 80 walters walters	In good condition
Name		1000 20 0000000000	Condition, etc.
Walters			Walters

Walters, No. location, 12 x 80 600 400 and walters

Walters, No. location, 12 x 80 600 400 and walters

GUELPH RADIAL RAILWAYJUNCTION AT WYNDHAM STREET TO YORK ROAD

NATURE	From	DISTANCE To	DESCRIPTION	CONDITION, ETC.	REMARKS
Roadbed Length, etc.	0 x 00	5 x 00	Concrete with brick pavement	In good condition	Recently repaired
	5 x 00	25 x 57	Stone ballast with tarvia top	In good condition	
	25 x 57	78 x 80	Mac.Road & between rails	In fair condition	
	78 x 80	88 x 90	Gravel Ballasted mud road	In fair condition	
Ballast, Kind and condition	0 x 00	5 x 20	6" concrete below tie	In good condition	
	5 x 00	78 x 80	Macadam Ballast	In fair condition	
	78 x 80	88 x 90	Gravel Ballast	In fair condition	
Ties, condition and spacing	0 x 00	25 x 57	Cedar Ties	In good condition	
	25 x 57	88 x 90	Cedar Ties	In fair condition	
Steel, weight track fastenings	0 x 00	88 x 90	60# A.S.C.R.	In fair condition	
	0 x 00	88 x 90			
Switches - No. Location, condition, etc.	4 x 50		To G.T.R.	In good condition	Needs adjusting
	6 x 53		To gas works	In good condition	
Diamond	49 x 38		G.P.R. Diamond	In fair condition	
Bonding, kind and condition	0 x 00	86 x 90	#00 Copper channel	In poor condition	
Poles - condition and kind	0 x 00	78 x 80	126 Poles on double susp. 25'	In fair condition and can be reset	
	78 x 80	86 x 90	7 Poles on single susp. Cedar 25'		
Trolley Wire, size and condition	0 x 00	86 x 90	#00 Copper	In poor condition	

also and condition

Section line:

0 x 00 00 x 20 100 copper

Center 20'

in good condition

line

Notes - condition and

4 poles on single end. 120 poles on double end. 120'

are in good condition and

condition

condition: also and

0 x 00 00 x 00

400 copper channel

in good condition

Dimension

condition: also.

4 x 00

6.1.2. Dimension
to the wire

in good condition

Goodly equipment

Notes - No. 10000000

to C.T.B.

in good condition

condition

condition: also

0 x 00 00 x 00

000 000 0.0.0.0.

in good condition

condition

Notes: condition and

0 x 00 00 x 00

000 000 000 000

in good condition

condition

Notes: also and

0 x 00 00 x 00

000 000 000 000

in good condition

condition

Notes: also.

0 x 00 00 x 00

000 000 000 000

in good condition

Notes

0 x 00 00 x 00

000 000 000 000

in good condition

Notes: also

Notes

Notes

Notes

Notes

Notes

Notes

Notes

Notes

GUELPH RADIAL RAILWAY

G.T.R. SUBWAY TO END OF WATERLOO AVENUE

NATURE	DISTANCE From.	To	DESCRIPTION	CONDITION & DEPRECIATION	REMARKS
Roadbed, Generally below subgrade, length, etc.	0 x 00	30 x 00	Tarred Macadam Road filled in between r ails, Fair state of repair	Generally in good condition 5% depreciation	
	30 x 00	70 x 63	Along centre of dirt road	Surface drainage poor	
Ballast, kind and condition	0 x 00	30 x 00	Macadam 6" under tie & between rails to T. of R.	In good condition	
	30 x 00	70 x 63	Gravel Ballast light 8" under tie	In fair condition - poor surface drainage	
Ties, condition and spacing	0 x 00	30 x 00	Ties, Cedar spaced 2 1/2 ft. apart	In fair condition	
	30 x 00	70 x 63	Ties, cedar spaced 2 1/2 ft. apart	In bad condition 90%	25 yrs. old need replacing
Steel, weight, kind fastenings, etc.	0 x 00	30 x 00	60# Ler. Sec. 7" webb fish plates 4 bolts	In fair condition	Fair surface and alignment
	30 x 00	70 x 63	60# A.S.C.E. fish plates, 4 bolts	Poor condition	
Switches, No. and location	0 x 00		80# points and frog Mont. Steel Works	In fair condition 2 way	Turnout on Waterloo Av
	63 x 05		60# points and frog M.S.W.	In poor condition	Sleeman's Brewery
	on Sleeman's Spur		60# points and frog Sta. 3 x 00	In fair condition	" "
Bonding, Kind, etc.	0 x 00	70 x 63 #00	Copper channel	Old & in poor condition	Needs renewing entire length
Poles, condition and kind	0 x 00	70 x 63	123 Poles on double susp. Cedar, 8" Diam. 25' "D"	25 yrs. old poor condition generally	Need resetting and brace wires tightened Poles renewed
Trolley wire, size, etc.	0 x 00	70 x 63 #00	Copper and old	Badly worn and in poor condition	Needs rightening the entire length & replace

N.B. The line as far as Edinburgh St. 30 x 00 can be put in good condition with very little expenditure. From 30 x 00

GUELPH RADIAN RAIL WAYJUNCTION OF WOOLWICH STREET ALONG SUFFOLK & EDINBURGH ST.

NATURE	DISTANCE From To		DESCRIPTION	CONDITION & DEPRECIATION	REMARKS
Roadbed, length, etc.	0 x 00	22 x 50	Laid in concrete 6 under tie	Concrete pulverized below joints	
	22 x 50	55 x 61	Brick paving between rails	and ties, loose	
			Concrete to base of rail	Ties broken through concrete	In poor condition
			Macadam Road filled bet. rails	Poor surface drainage and low joints	
Ballast, kind and condition	0 x 00	22 x 50	6" Concrete below tie		
	22 x 50	55 x 61	Gravel in macadam road	In fair condition	
Ties, condition and spacing	0 x 00	55 x 61	Cedar	In poor condition	
Steel, weight, track fastenings	0 x 00	55 x 61	60# A.S.C.E	In fair condition	
	0 x 00	55 x 61	Fish plates and bolts	In poor condition	
Switches,	0 x 00		Built up frog and points	In good condition	
Location, condition, etc.	22 x 50		60# points - frog C.S.F.Co.	In fair condition	Need adjusting
	27 x 29		60# points - frog C.S.F.Co.	In fair condition	Need adjusting
Bonding, kind and condition	0 x 00	55 x 61	#00 Copper channel	Old and poor condition	
Poles - kind and condition	0 x 00	55 x 61	89 Poles on double suspension	In fair condition - need resetting	
Trolley wire - size and condition	0 x 00	55 x 61	#00 Copper	Old and badly worn	

GUELPH RADIAL RAILWAY

G.T.R. SUBWAY ALONG GORDON AND WYNDHAM STS. TO SUFFOLK ST.

NATURE	DISTANCE		DESCRIPTION	CONDITION AND DEPRECIATION	REMARKS
	From	To			
Roadbed length, etc.	0 x 00	29 x 01	Entire length laid in concrete pavement-brick bet. rails 6" concrete below tie to base of rail	Concrete pulverized below joints and ties loose. At most joints they break through concrete base.	In poor condition throughout especially at joints
Ballast - kind and condition	0 x 00	29 x 01	6" concrete below tie	Concrete pulverized and ties broken through at joints	Will have to be relaid
Ties- condition and spacing	0 x 00	29 x 01	Cedar ties laid in 1908 - spaced 2½' apart	Ties rotted and broken through concrete at rail joints	Need replacing
Steel - weight track fastenings	0 x 00	9 x 35	30# Lorraine 7" webb tie rods	In fair condition	
	9 x 35	29 x 01	every 5' 60# A.S.C.E.	In fair condition	
	0 x 00	29 x 01	Steel fish plates - 4 holes	In poor condition	
Switches - No. location, etc. condition, etc.	0 x 00		80# points & frog M.S. Works	In fair condition	
	8 x 17		80# points & frog " "	In fair condition	
	9 x 35		80# " " " " "	In fair condition	Two-throw switch
	14 x 40		60# " " " S.F.Co.	In fair condition	
	16 x 80		60# " " " " "	In fair condition	
	29 x 01		Built up switch and mate S.F.Co.	In good condition	60# steel
Bonding - kind and condition	0 x 00	29 x 01	#00 Copper channel	Old and in poor condition	Needs renewing entire length
Poles - kind and condition and No.	0 x 00	29 x 01	Double suspended on steel poles carrying bracket elec. lights	In good condition - need re-setting.	
			38 poles carrying lights		
			6 poles without		
Trolley wire, size, condition & #Gn.	0 x 00	29 x 01	#00 Copper - old	Old and in poor condition	Needs replacing

N.B. This line should have 60# steel replaced by 80# Lorraine 7" webb - Ties replaced and relaid in concrete and brick paving renewed.

GUELPH RADIAL RAILWAY

OPERATING ACCOUNT (APPROXIMATE)
FOR YEAR ENDING 31ST. OF OCTOBER, 1922.

Transportation Expenses
Maintenance - Way and Structures
Maintenance - Equipment
Power
General Operating and Management
Expenses (Guelph Office)
Proportion of the Administrative
Expenses of the Commission
Chargeable to the operation of
the Railway
Insurance (Fire & Liability)
Taxes (Municipal)

28,981.03 - Wages
7,003.04
16,652.23
10,994.11

7,234.52 - 1 yr.?

3,027.40
2,497.53
3,176.51

79,566.37

Written off valuation and other
expenses re purchase by the
Hydro Electric Power Commission

214.00

Interest:

On Bonds
Other Interest

8,347.60
128.83
8,476.43

Less - Interest capitalized in
connection with rehabilitation
and ~~for~~ purchase price of new
cars

2,359.21

6,117.22

Provision for payment to City of
Guelph of installments payable
1st of May 1922 and 1st of
November 1922

Interest for year
X On account of Principal (% deduction)

6,581.68
5,118.32

11,700.00

23,574.32 deficit.
5-118.32 deduction
18,456.00 starting deficit.

97,597.59

(X) Progress payments on

Operating Revenue

74,023.27

Net Deficit for year after
provision for installments
on account of principal and
interest payable to City of
Guelph, but before making
provision for renewals

23,574.32

*How much should be provided for renewals?
Renewals cannot be estimated for 1922-23*

*Deficit from start of year
cost to Guelph from start of year
150 000
150 000
150 000*

*450.000 - cash actually received (total 2005)
397.000 to 9/30/22 in bond & equipment
373.500 deficit*

*23,574.32 deficit
30,110.00 - out on bond
12,000.00
41,000.00*

97,597.59

P6 & committee had power to fix & regulate fare
 P7 " didn't agree to set up renewal mtg. in case of deficit
 P7 " would have deficit (if at position of strategy)
 P9 " issues alternative to spending of H. bond issues

How re to make up deficits.
 1. advertising privately on - end { # of cars x \$500
 2. raising funds to 7¢ (now 10¢ or 20¢ share)
 3.

Opinion of C.P.R. after 2 yrs. road would pay
 of out growth by be more efficiently operated by a Ry.
 more instead of H.?

-16 But 2 main cars needed \$4000 per car to replace
 -17 changed old rails at new rates?
 P17 did growth newspapers get money from H.

C.P.R. agreed to put \$10,000 in roadbed etc.
 not rolling stock

Back raise \$180,000 spent for 6 surveys of Ry outside walls

1919 \$2,000 loss no deprec. etc.

4.6%
 16.0%
 20.0%

ROGERS BOND
 MADE IN CANADA

TYPE, CONDITION AND DEPRECIATION PERCENTAGE OF ROLLING STOCK EQUIP-

GUELPH CIVIC LINE

Loco & Car Nos.	Type	Made by	Frame	Equipment	Controls	Trucks
Car # 80	Heavy closed semi-convertible monitor roof pay-as-you-enter Coach	Preston	Wooden Under-frame	4-101B Westinghouse 40 H.P.motors, coal heaters "K" forced Circular (Peter Smith)	Double K.26 Brakes D.E.Co. trucks	Standard 0-50 double
Car # 90	Heavy type semi-convertible monitor roof pay-as-you-enter	"	Steel Under-frame	3-101B2 Westinghouse 40 H.P.motors, electric heaters	"	"
Car #100	Heavy closed semi-convertible monitor roof pay-as-you-enter	"	"	3-101B2 Westinghouse 40 H.P.motors electric heaters	"	"
Car # 11	Open light	Ottawa Car Co.	Wooden Underframe	2-124 Westinghouse 30 H.P.	"	Single Blackwell
Car #16	"	"	"	No motors	Handbrakes	"
Car #20	Closed light	"	"	1-101B2 Westinghouse 40 H.P.motors coal heaters	G.E.K.2 Controls Hand brakes	Columbia Single
Car #40	"	"	"	2-12a Westinghouse 30 H.P. motors	G.E.K.2 Controls Hand brakes	"
Car #50	"	"	"	1-101 B2 Westinghouse 40 H.P. motor Coal heaters	D.E.K.2 Control Hand brakes	"
#35 Loco.	Baldwin West Loco-motive	Baldwin	Steel underframe	4-101 B2 Westinghouse 40 H.P. motors	D.E.G. compressed Westing' brakes	Double Baldwin 0.40 trucks
Sweeper	Drill heavy Drift Sweeper	Preston Car Co.		2-101 B2 Westinghouse on truck 1-101 B2 Weston brush	Double K2 Air compressed D.E.G.	Standard 0.50 double
Line truck				2-G.E.1200-40 H.P. motors		Single Blackwell

Railway Engineer's office,
Toronto, October 27th, 1919

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% General

Weight	Route	Service	Depreciation	Remarks
48,520#	General	In service since 1913	20%	At present in shop undergoing thorough repairs
50,490#	General	In service since 1914	20%	Requires general overhauling new wheels and to be painted
50,490#	General	In service since 1903	20%	Bearings loose,brakes bad shape needs general overhauling and new wheels.
8 to 9 tons	General	In service since 1894	40%	Trucks used on other cars during Winter.Cracked motor case #1 gear side Overhauled 1918,body of car in poor condition and requires overhauling
8 tons	General	In service since 1894	85%	At present not in service.Trucks fair body in bad shape - used as trailer. Body in bad condition -requires painting and general overhaul
7 tons	General	In service since 1894	80%	Body in bad condition-requires general overhauling.
7 into 8 tons	General	In service since 1894	80%	In bad condition,body needs repainting and general overhauling
7 to 8 tons	General	In service since 1895	10%	Requires new draw-bar,otherwise in good condition
54,000#	General	In service since 1911	25%	Brushes require renewing,recently overhauled and repainted.Motors used on cars Nos.40 and 40 during summer
10 tons	General	In service	50%	Used for repair of trolley wire,body in poor repair,requires general overhaul

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